



STATE OF TENNESSEE
Department of Correction

Request for Grant Proposals
FOR
Community Corrections and
Substance Abuse Treatment Services

RFGP # 32952-13003
Release 1

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STATE OF TENNESSEE
DEPARTMENT OF CORRECTION

REQUEST FOR PROPOSALS
FOR COMMUNITY CORRECTIONS SERVICES

RFGP # 32952-13003

1. INTRODUCTION

The State of Tennessee, DEPARTMENT OF CORRECTION, hereinafter referred to as "the State," has issued this Request for Proposals (RFGP) with the intent to award a Grant Contract for COMMUNITY CORRECTIONS AND SUBSTANCE ABUSE TREATMENT SERVICES.

The RFGP defines minimum service requirements; solicits proposals; details proposal requirements; and, outlines the State's process for evaluating proposals and selecting a Grant Contractor to provide the required service. Through this RFGP, the State seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a disability, and small business enterprises, opportunity to do business with the state as Grant Contractors and sub-Grant Contractors.

The State intends to Grant Contract with the highest-scoring governmental entities and qualified private agencies to develop a range of alternative sentencing programs with an effective period of July 1, 2020 through June 30, 2022. The courts may sentence nonviolent felony offenders to community-based programs, in accordance with the Tennessee Community Corrections Act of 1985 and TCA 40-36-101 et. seq., thereby reserving secure confinement facilities for violent felony offenders.

- 1.1. **Scope of Service, Grant Contract Period, & Required Terms and Conditions.** The Grant Contract awarded pursuant to this RFGP will be drafted in accordance with the RFGP Attachment 6.7 or 6.8., *Pro Forma Grant Contract*, which details the State's required:

- Scope of Services and Deliverables (Section A);
- Grant Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

- 1.2. **Nondiscrimination.** No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Grant Contract pursuant to this RFGP or in the employment practices of the Grant Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grant Contractor pursuant to this RFGP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- 1.3. **RFGP Communications.** Reference the RFGP identification number, RFGP # 32952-13003, in all communications relating to this RFGP, and direct any such communications to the following person designated as the RFGP Coordinator.

Priscilla Wainwright
Tennessee Department of Correction
320 Sixth Avenue North
Nashville TN 37243
615.253.5571

Unauthorized contact about this RFGP with employees or officials of the State of Tennessee may result in disqualification from consideration under this procurement process.

Notwithstanding the foregoing, potential proposers may also contact the following as appropriate: (a) staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, women-owned, and small businesses as well as general, public information relating to this RFGP; and (b) the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Vashti McKinney
6th Floor Rachel Jackson Building
320 Sixth Avenue North
Nashville, TN 37243-0465
Telephone: (615) 253- 8237
Vashti.McKinney@tn.gov

- 1.3.1. Only the State's official, written responses and communications will be binding with regard to this RFGP. The State will consider oral communications of any type to be unofficial and non-binding.
- 1.3.2. Potential Proposers must ensure that the State receives all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFGP Section 2, Schedule of Events.
- 1.3.3. Proposers must assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital "postmarking" of a communication or proposal to the State by a specified deadline date will not substitute for the State's actual receipt of a communication or proposal.
- 1.3.4. The State will convey all official responses and communications related to this RFGP to the potential Proposers from whom the State has received a Notice of Intent to Propose (refer to RFGP Section 1.6).
- 1.3.5. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFGP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State.
- 1.3.6. The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests related to this RFGP. The State's official, written responses will constitute an amendment of this RFGP.
- 1.3.7. Any data or factual information provided by the State (in this RFGP, an RFGP amendment or any other communication relating to this RFGP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is within the discretion of Proposers to independently verify any information before relying thereon.
- 1.4. **Proposer Required Review & Waiver of Objections.** Each potential proposer must carefully review this RFGP, including but not limited to, attachments (including the *Pro Forma* Grant Contract) and any amendments, to identify any issues, questions, comments, defects, objections, or other matter requiring clarification or correction (collectively called "issues"). A potential proposer with issues concerning this RFGP must provide such in writing to the State no later than the Proposal Deadline detailed in the RFGP Section 2, *Schedule of Events*. Protests based on any issues shall be considered waived and invalid if the issues have not been brought to the attention of the State, in writing, by the Proposal Deadline.

1.5. Pre-Proposal Conference

A Pre-Proposal Conference will be held at the time and date detailed in the RFGP Section 2, Schedule of Events. Pre-Proposal Conference attendance is not mandatory, and potential Proposers may be limited to a maximum number of attendees depending upon overall attendance and space limitations. Interested respondents may elect to participate in the Pre-Proposal Conference by way of conference call rather than attending in person.

The conference will be by Webex due to the COVID-19 pandemic. It will **NOT** be held at Department of Correction Offices.

<https://tngov.webex.com/tngov/j.php?MTID=m5c2a95343c897280f29b16147d9b30ed>

Join by video system
Dial [@tngov.webex.com](tel:616956951)

You can also dial 173.243.2.68 and enter your meeting number.
Meeting Number 616 956 951

Join by phone
+1-415-655-0003 US TOLL
Access code: 616 956 951

Please contact the RFGP Coordinator listed in section 1.3. for more information on the pre-proposal conference.

The purpose of the conference is to discuss the RFGP scope of services and Schedule of Events. The State will entertain questions, however potential Proposers must understand that the State's response to any question at the Pre-Proposal Conference shall be tentative and non-binding. Potential Proposers should submit questions concerning the RFGP in writing and **must** submit them prior to the Written Comments Deadline date detailed in the RFGP Section 2, Schedule of Events. The State will send the official response to questions to potential Proposers as indicated in RFGP Section 1.3 and on the date detailed in the RFGP Section 2, Schedule of Events.

1.6. Notice of Intent to Propose

Before the Notice of Intent to Propose Deadline detailed in the RFGP Section 2, Schedule of Events, potential Proposers should submit to the RFGP Coordinator a Notice of Intent to Propose (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate)
- a contact person's name and title
- the contact person's mailing address, telephone number, facsimile number, and e-mail address

A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of any RFGP amendments or other notices and communications relating to this RFGP.

1.7. Proposal Deadline

A Proposer must ensure that the State receives a proposal no later than the Proposal Deadline time and date detailed in the RFGP Section 2, Schedule of Events. A proposal must respond, as required, to this RFGP (including its attachments) as may be amended. The State will not accept late proposals, and a Proposer's failure to submit a proposal before the deadline will result in disqualification of the proposal.

2. SCHEDULE OF EVENTS

The following RFGP Schedule of Events represents the State's best estimate for this RFGP. The state reserves the right, at its sole discretion, to adjust the Schedule of Events or to otherwise amend this RFGP at any time. The State reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFGP in accordance with applicable laws and regulations.

EVENT	TIME (central time zone)	DATE (all dates are state business days)
1. RFGP Issued		April 22, 2020
2. Disability Accommodation Request Deadline		April 27, 2020
3. Pre-proposal Conference	2:00 pm	April 28, 2020
4. Notice of Intent to Propose Deadline		April 29, 2020
5. Written "Questions & Comments" Deadline	4:30 pm	May 7, 2020
6. State Response to Proposer "Questions & Comments"		May 14, 2020
7. Proposal Deadline	4:30 p.m.	May 21, 2020
8. State Completion of Technical Proposal Evaluations		May 28, 2020
9. Budget Proposals Opened & Scored	2:00 p.m.	May 29, 2020
10. Award Notice Released <u>and</u> RFGP Files Opened for Public Inspection	4:30 p.m.	June 5, 2020
11. Grantee Grant Contract Signature Deadline	2:00 p.m.	June 6, 2020
12. Grant Grant Contract Start Date		July 1, 2020

- 2.2. **The State reserves the right, at its sole discretion, to adjust the RFGP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFGP amendment, and the State will communicate such to potential Proposers from whom the State has received a Notice of Intent to Propose (refer to section 1.6.).

3. PROPOSAL REQUIREMENTS

- 3.1. **Two Part Proposal.** A proposal in response to this RFGP must consist of two parts— Technical Proposal (including any supporting documentation) and a Budget Proposal. A Proposer is liable for any and all proposal errors or omissions.

3.1.1. TECHNICAL PROPOSAL

The RFGP Attachment 6.2., *Technical Proposal* details specific mandatory requirements for making a proposal in response to this RFGP. A Proposer must duplicate RFGP Attachment 6.2. to cover (as a table of contents), organize, reference, and complete the *Technical Proposal* portion. All information and documentation included must address a specific requirement item detailed in the RFGP Attachment 6.2., *Technical Proposal* and must be clearly referenced. The State will deem any information not meeting these criteria to be extraneous and will not review it.

NOTICE: DO NOT include any pricing or cost information in any part of the Technical Proposal. If a Proposer includes any pricing or cost information amount of any type (even pricing relating to other projects) within the Technical Proposal, the state will deem the proposal non-responsive and reject it.

- 3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity, with the main body of a proposal **not exceeding 100 pages**. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible), use a 12 point font for text, and printed on both sides. All response pages must be numbered. Copies of grantee policies and policy manuals as detailed in RFP Attachment 6.2 Section G are to be included as an appendix to the technical proposal.

3.1.2. BUDGET PROPOSAL

A Proposer must use an exact duplicate of the RFGP Attachment 6.3., *Grant Budget Proposal Guide* to record only the proposed Grant Budget exactly as required by the *Grant Budget Proposal Guide*. A Proposer must sign and date the Grant Budget Proposal. The Grant Budget Proposal, recorded as required, must incorporate ALL costs for ALL services under the Grant Contract for the total Grant Contract period. A Proposer must NOT record any other rates, amounts, or information except that which is specifically required.

NOTICE: The state will deem the proposal non-responsive and reject it if a Proposer fails to submit a Grant Budget Proposal exactly as required.

3.2. Proposal Delivery

- 3.2.1. A Proposer must submit the *Technical Proposal* (addressing the RFGP Attachment 6.2., *Technical Proposal*) to the State in a sealed envelope clearly labeled:

**“DO NOT OPEN – RFGP # 32952-13003 – TECHNICAL PROPOSAL
FROM [PROPOSER LEGAL ENTITY NAME]”**

- 3.2.2. A Proposer must submit the Grant Budget Proposal (using an exact duplicate of the RFGP Attachment 6.3., *Grant Budget Proposal Guide*) to the State in a separate, sealed envelope clearly labeled:

**“DO NOT OPEN – RFGP # 32952-13003 – GRANT BUDGET PROPOSAL
FROM [PROPOSER LEGAL ENTITY NAME]”**

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- 3.2.3. The separately sealed Technical Proposal and Grant Budget Proposal components of the proposal may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

**“RFGP # 32952-13003 – SEPARATELY SEALED TECHNICAL PROPOSAL & GRANT
BUDGET PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”**

- 3.2.4. A proposal must be delivered to the following address.

Priscilla Wainwright
Tennessee Department of Correction
320 Sixth Avenue North
Nashville TN 37243
615.253.5571
Priscilla.Wainwright@tn.gov

- 3.3. **Proposal Deadline.** A Proposer must ensure that the State receives a proposal no later than the Proposal Deadline time and date detailed in the RFGP Section 2, *Schedule of Events*. A proposal must respond, as required, to this RFGP (including its attachments) as may be amended. The State will not accept late proposals, and a Proposer's failure to submit a proposal before the deadline will result in disqualification of the proposal.

- 3.4. **Proposer/Proposal Prohibitions:**

- A Proposer will NOT be allowed to alter or revise proposal documents after the Proposal Deadline unless such is formally requested, in writing, by the State.
- A proposal must NOT include the Proposer's own Grant Contract terms and conditions.
- A proposal must NOT restrict the rights of the State or otherwise qualify either the offer to deliver services as required by this RFGP or the Grant Budget Proposal.
- A Grant Budget Proposal must NOT result from any collusion between Proposers.
- A Proposer must NOT provide, for consideration in this RFGP process or subsequent Grant Contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect.

4. GENERAL INFORMATION & REQUIREMENTS

- 4.1. **Conflict of Interest.** This RFGP shall not result in a Grant Contract with:

- an individual who is, or within the past six months has been, an employee or official of the State of Tennessee;
- a company, corporation, or any other Grant Contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this will not apply either to financial interests that have been placed into a “blind trust” arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
- a company, corporation, or any other Grant Contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
- any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFGP or its scope of services (such person or entity being deemed by the State as having information that would afford an unfair advantage over other Proposers).

(for the purposes of this RFGP subsection, the State will deem an individual to be an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid).

- 4.2. **State Right of Rejection.** Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all proposals.

The State may deem as non-responsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFGP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, a proposal's minor variances from full compliance with this RFGP. If the State waives variances in a proposal, such waiver shall not modify the RFGP requirements or excuse the Proposer from full compliance with such, and the State may hold any resulting Grant Contractor to strict compliance with this RFGP.

- 4.3. **State Right to Refuse Personnel.** The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime Grantee or a sub-Contractor providing service in the performance of a Grant Contract resulting from this RFGP. The State will document in writing the reason(s) for any rejection of personnel.

4.4. **Disclosure of Proposal Contents**

- 4.4.1. Each proposal and all materials submitted to the State in response to this RFGP become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. By submitting a proposal, a Proposer acknowledges and accepts that the full proposal contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.4.2. The State will hold all proposal information in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Proposers submitting timely proposals may be available to the public, upon request, after the Proposal Deadline detailed in the RFGP Section 2, *Schedule of Events*.
- 4.4.3. Proposals and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7) after the State completes proposal evaluations and issues an Evaluation Notice.

4.5. **Severability**

If any provision of this RFGP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFGP terms and provisions, and the rights and obligations of the State and Proposers will be construed and enforced as if the RFGP did not contain the particular provision held to be invalid.

4.6. **Assignment & Subcontracting**

- 4.6.1. The Grantee may not subcontract, transfer, or assign any portion of the Grant Contract awarded as a result of this RFGP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.
- 4.6.2. If a Proposer intends to use a subcontractor, the proposal in response to this RFGP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFGP Attachment 6.2., Section B, General Qualifications & Experience Item B.16.).
- 4.6.3. Subcontractors identified within a proposal in response to this RFGP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractor(s) prior to signing the Grant Contract.
- 4.6.4. The Grantee resulting from this RFGP may only substitute another subcontractor for a proposed sub-Contractor at the discretion of the State and with the State's prior, written approval.

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- 4.6.5. Notwithstanding any State approval relating to subcontracts, the Grantee resulting from this RFGP will be the prime Grantee and will be responsible for all work under the Grant Contract.

4.7. Insurance

The State requires all Grantees awarded grant Grant Contracts as a result of this RFGP to provide a valid, Certificate of Insurance indicating current insurance coverage meeting minimum requirements as specified by this RFGP and listing the State of Tennessee as co-insured. A failure to provide said documentation will be considered a material breach and grounds for Grant Contract termination.

4.8. Professional Licensure and Department of Revenue Registration

- 4.8.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by the State as a part of a proposal in response to this RFGP, shall be properly licensed to render such opinions.
- 4.8.2. Before the Grant Contract resulting from this RFGP is signed, the apparent successful Proposer (and Proposer employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Proposer to submit evidence of proper licensure.
- 4.8.3. Before the Grant Contract resulting from this RFGP is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a Grant Contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a Grant Contract pursuant to this solicitation.

4.9. Disclosure of Proposal Contents

- 4.9.1. Each proposal and all materials submitted to the State in response to this RFGP becomes the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. By submitting a proposal, a Proposer acknowledges and accepts that the full proposal contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.9.2. The State will hold all proposal information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Proposers submitting timely proposals may be available to the public, upon request, after technical proposals are opened.
- 4.9.3. Upon completion of proposal evaluations, indicated by public release of an Evaluation Notice, the proposals and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

4.10. Grant Contract Approval and Grant Contract Payments

- 4.10.1. This RFGP and its Grantee selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. State obligations pursuant to a Grant Contract award shall commence only after the Grant Contract is signed by the State agency head and the Grantee and after the Grant Contract is approved by all other state officials as required by applicable laws and regulations.
- 4.10.2. No payment will be obligated or made until the relevant Grant Contract is approved as required by applicable statutes and rules of the State of Tennessee.

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- 4.10.2.1. The State shall not be liable for payment of any type associated with the Grant Contract resulting from this RFGP (or any amendment thereof) or responsible for any work done by the Grantee, even work done in good faith and even if the Grantee is orally directed to proceed with the delivery of services, if it occurs before the Grant Contract start date or after the Grant Contract end date.
 - 4.10.2.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Grant Contract resulting from this RFGP (refer to RFGP Attachment 6.7 or 6.8., *Pro Forma* Grant Contract, Section C).
 - 4.10.2.3. If any provision of the Grant Contract provides direct funding or reimbursement for the competitive purchase of services or items to be delivered to the State as a component of Grant Contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Grantee shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amount(s) which it determines did not result from a reasonably competitive purchase or do not represent reasonable, necessary, and actual costs.

4.11. **Grantee Performance**

The Grantee resulting from this RFGP will be responsible for the completion of all service set out in this RFGP (including attachments) as may be amended. All service is subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that service is progressing and being performed in compliance with the Grant Contract, and the Grantee must cooperate with such efforts.

4.12. **Grant Contract Amendment**

During the course of a Grant Contract pursuant to this RFGP, the State may request the Grantee to perform additional work within the general scope of the Grant Contract and this RFGP, but beyond the specified scope of service, and for which the Grantee may be compensated. In such instances, the State will provide the Grantee a written description of the additional work. The Grantee must respond to the State with a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Grantee's proposal to this RFGP. If the State and the Grantee reach an agreement regarding the work and associated compensation, such agreement must be effected by means of a Grant Contract Amendment. Further, any such amendment requiring additional work must be signed by both the State agency head and the Grantee and must be approved by other state officials as required by applicable statutes and rules of the State of Tennessee. The Grantee must not commence additional work until the State has issued a written Grant Contract Amendment with all required approvals.

5. PROPOSAL EVALUATION & GRANT CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of proposals and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each apparently responsive proposal.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFGP Attachment 6.2., Section B)	10
Documentation of Need (refer to RFGP Attachment 6.2., Section C)	10
Technical Approach (refer to RFGP Attachment 6.2., Section D)	20
Community Involvement & Support (refer to RFGP Attachment 6.2., Section E)	10
Cognitive Based Programming and Treatment Services (refer to RFGP Attachment 6.2, Section F)	15
Policy Review (refer to RFGP Attachment 6.2, Section G)	15
Budget Proposal (refer to RFGP Attachment 6.2 Section H and 6.3.)	20

5.2. Evaluation Process

The proposal evaluation process is designed to award the Grant Contract resulting from this RFGP not necessarily to the Proposer offering the lowest cost, but rather to the responsive and responsible Proposer offering the best combination of attributes based upon the evaluation criteria. ("Responsive Proposer" is defined as a Proposer that has submitted a proposal that conforms in all material respects to the RFGP. "Responsible Proposer" is defined as a Proposer that has the capacity in all respects to perform fully the Grant Contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Proposal Evaluation.** The RFGP Coordinator and the Proposal Evaluation Team (consisting of three or more State employees) will use the RFGP Attachment 6.2., Technical Proposal & Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

5.2.1.1. The State reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion will be limited to specific sections of the proposal identified by the State. The subject Proposer must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.

5.2.1.2. The RFGP Coordinator will review each Technical Proposal to determine compliance with RFGP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A — Mandatory Requirements. If the RFGP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document the team's determination of whether:

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- a. the proposal adequately meets requirements for further evaluation;
 - b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
 - c. the State will determine the proposal non-responsive to the RFGP and reject it.
- 5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Proposal (that appears responsive to the RFGP) against the evaluation criteria in this RFGP, rather than against other proposals and will score each in accordance with the RFGP Attachment 6.2., Technical Proposal & Evaluation Guide, Sections B, C, D, E, F, and G.
 - 5.2.1.4. For each proposal evaluated, the RFGP Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFGP Attachment 6.2., Technical Proposal & Evaluation Guide, Sections B C, D, E, F, and G, and record each average as the proposal score for the respective Technical Proposal section.
 - 5.2.1.5. Before Budget Proposals are opened, the Proposal Evaluation Team will review the Technical Proposal Evaluation record and any other available information (including but not limited to historical strive numbers), pertinent to whether or not each Proposer is responsive and responsible. If the Proposal Evaluation Team identifies any Proposer that appears not to meet the responsive and responsible thresholds such that the team would not recommend the Proposer for Budget Proposal Evaluation and potential Grant Contract award, the team members will fully document the determination.
- 5.2.2. **Budget Proposal Evaluation.** The RFGP Coordinator will open for evaluation the Grant Budget Proposal of each apparently responsive and responsible Proposer that the Proposal Evaluation Team has effectively recommended for potential Grant Contract award and will calculate and record each Budget Proposal score in accordance with the RFGP Attachment 6.3., Grant Budget Proposal & Scoring Guide and Grant Budget Template.
 - 5.2.3. **Total Proposal Score.** The RFGP Coordinator will calculate the sum of the Technical Proposal section scores and the Grant Budget Proposal score and record the resulting number as the total score for the subject Proposal (refer to RFGP Attachment 6.4., Proposal Score Summary Matrix).

5.3. Grant Contract Award Process

- 5.3.1 The RFGP Coordinator will submit the Proposal Evaluation Team determinations and proposal scores to the head of the Grant Contracting agency for consideration along with any other relevant information that might be available and pertinent to Grant Contract award.
- 5.3.2. The Grant Contracting agency head will determine the apparent best-evaluated proposal. (To effect a Grant Contract award to a Proposer other than the one receiving the highest evaluation process score, the head of the Grant Contracting agency must provide written justification and obtain the written approval of the Commissioner of the Department of Finance and Administration and the Comptroller of the Treasury.)
- 5.3.3. The State reserves the right to make an award without further discussion of any proposal.
- 5.3.4. The State will issue an Evaluation Notice identifying the apparent best-evaluated proposal and make the RFGP files available for public inspection at the time and date specified in the RFGP Section 2, Schedule of Events.

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer.

-
- 5.3.5. The Proposer identified as offering the apparent best-evaluated proposal must sign a Grant Contract drawn by the State pursuant to this RFGP. The Grant Contract shall be substantially the same as the RFGP Attachment 6.7. or 6.8, *Pro Forma* Grant Contract. The Proposer must sign said Grant Contract no later than the Grant Contract Signature by Grantee Deadline detailed in the RFGP Section 2, Schedule of Events. If the Proposer fails to provide the signed Grant Contract by the deadline, the State may determine that the Proposer is non-responsive to this RFGP and reject the proposal.
- 5.3.6. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to Grant Contract signing and, as a result, revise the *pro forma* Grant Contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFGP and Grantee selection process.
- 5.3.7. If the State determines that a proposal is non-responsive and rejects it after opening Cost Proposals, the RFGP Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated proposal.

Attachment 6.1 CERTIFICATIONS AND ASSURANCES
PROPOSAL STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Proposer must sign and complete the *Proposal Statement of Certifications and Assurances* below as required, and it must be included in the Technical Proposal (as required by the RFGP Attachment 6.2., *Technical Proposal Guide*).

The Proposer does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Proposer will comply with all of the provisions and requirements of the RFGP.
2. The Proposer will provide all services as defined in the Scope of Services of the RFGP Attachment 6.7 or 6.8., *Pro Forma Grant Contract* for the total Grant Contract period.
3. The Proposer accepts and agrees to all terms and conditions set out in the RFGP Attachment 6.7.or 6.8., *Pro Forma Grant Contract*.
4. The Proposer acknowledges and agrees that a Grant Contract resulting from the RFGP shall incorporate, by reference, all proposal responses as a part of the Grant Contract.
5. The Proposer will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the proposal submitted in response to the RFGP is accurate.
7. The proposal submitted in response to the RFGP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the RFGP or any resulting Grant Contract.

By signing this *Proposal Statement of Certifications and Assurances* below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFGP and any Grant Contract awarded pursuant to it. If the signatory is not the Proposer (if an individual) or the Proposer's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the proposing entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE PROPOSING ENTITY

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

PROPOSER LEGAL ENTITY NAME:

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN):

RFGP ATTACHMENT 6.2. — Section A

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

The RFGP Coordinator will review the proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the proposal and attach a written determination. In addition to the Mandatory Requirement Items, the RFGP Coordinator will review each proposal for compliance with all RFGP requirements.

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Proposal must be delivered to the State no later than the Proposal Deadline specified in the RFGP Section 2, Schedule of Events.	
		The Technical Proposal and the Cost Proposal documentation must be packaged separately as required (refer to RFGP Section 3.2., <i>et. seq.</i>).	
		The Technical Proposal must NOT contain cost or pricing information of any type.	
		The Technical Proposal must NOT contain any restrictions of the rights of the State or other qualification of the proposal.	
		A N Proposer must NOT submit alternate proposals.	
		A N Proposer must NOT submit multiple proposals in different forms (as a prime and a sub-Grantee).	
	A.1.	Provide the Proposal Statement of Certifications and Assurances (RFGP Attachment 6.1.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFGP and any resulting Grant Contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the Grant Contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Proposer's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Proposer has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	
	A.6.	<p><u>Insurance.</u> The Grantee shall carry adequate liability and other appropriate forms of insurance.</p> <p>a. The Grantee shall maintain, at minimum, the following insurance coverage which shall cover all grantee locations where offenders are served:</p> <p>(1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater;</p> <p>(2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent Grantee, Grant Contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate;</p> <p>(3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence;</p> <p>(4) Professional Malpractice Liability with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate; and</p> <p>(5) Fidelity Bond Coverage or other adequate insurance coverage to provide protection of State's interests as a result of employee theft, forgery, robbery, and/or misappropriation.</p> <p>(6) If a respondent's place of business is located in a floodplane, provide proof of flood insurance.</p> <p>b. Provide a narrative indicating respondent understanding that documentation of insurance coverage must be provided upon execution of Grant Contract and shall maintained as part of the Grant Contract file in the Central Office of the Department of Correction. Appropriate documentation is a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; Name and Address of Insured, and/or a copy of bond coverage. It shall be the Grantee's responsibility to provide the State with current insurance documentation. Failure to provide evidence of insurance coverage shall be a material breach of this Grant Contract.</p>	
	A.7.	The Proposer shall provide a copy of all current occupancy lease(s) or agreement(s) used in the operation of the Community Corrections or Substance Abuse Treatment Programs, which are paid through grant funding.	

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
<i>State Use – RFGP Coordinator Signature, Printed Name & Date:</i>			

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Provide a description of the agency's resources, credentials, and capabilities for providing offender services or administering an alternative sentencing grant program for felony offenders. Include agency history, number of grant programs currently being administered, funding source and funding level.
	B.2.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the proposal.
	B.3.	Describe the Proposer's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.4.	Detail the number of years the Proposer has been in business AND briefly describe how long the Proposer has been performing the services required by this RFGP.
	B.5.	Describe the Proposer's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer within the last ten (10) years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Proposer or, to the Proposer's knowledge, any of the Proposer's employees, agents, independent Grantees, or subGrant Contractors, proposed to provide work on a Grant Contract pursuant to this RFGP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten (10) years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. Also include in the statement whether any local, state or Federal tax liens have been filed against the Proposer. If so, include an explanation providing relevant details.
	B.9.	<p>Provide a statement of whether there is any material, pending litigation against the Proposer that the Proposer should reasonably believe could adversely affect its ability to meet Grant Contract requirements pursuant to this RFGP or is likely to have a material adverse effect on the Proposer's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Proposer's performance in a Grant Contract pursuant to this RFGP.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.</p>

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.10.	<p>Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Proposer. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Proposer's performance in a Grant Contract pursuant to this RFGP.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.</p>
	B.11.	Provide a brief, descriptive statement detailing evidence of the Proposer's ability to deliver the services sought under this RFGP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to accomplish the work required by this RFGP, illustrating the lines of authority, and designating the individual responsible for the completion of each service component and deliverable of the RFGP.
	B.13.	Provide a personnel roster listing the names of key people who the Proposer will assign to perform duties or services required by this RFGP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Proposer, and employment history.
	B.14.	Provide a narrative describing the recruitment and selection process to be used in hiring staff. Confirm that no new staff shall be hired by Grantee to supervise offenders who has not received a bachelor's degree from an accredited college or university or had at least for four (4) years of qualifying full-time professional experience as per T.C.A. 40-28-604.
	B.15.	<p>Provide a statement of whether the Proposer intends to use subcontractors to accomplish the work required by this RFGP, and if so, detail:</p> <ul style="list-style-type: none"> (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the work each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Proposer's response to this RFGP.
	B.16.	<p>Provide documentation of the Proposer's commitment to diversity as represented by its business strategy, business relationships, and workforce— this documentation should detail <u>all</u> of the following:</p> <ul style="list-style-type: none"> (a) a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a handicap or disability, and small business enterprises; (b) a listing of the Proposer's current Grant Contracts with business enterprises owned by minorities, women, persons with a handicap or disability, and small business enterprises, including the following information: <ul style="list-style-type: none"> (i) Grant Contract description and total value (ii) Grantee name and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability) (iii) Grantee contact and telephone number; (c) an estimate of the level of participation by business enterprises owned by minorities, women, persons with a handicap or disability, and small business enterprises in a Grant Contract

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>awarded to the Proposer pursuant to this RFGP, including the following information:</p> <ul style="list-style-type: none"> (i) participation estimate (expressed as a percent of the total Grant Contract value that will be dedicated to business with subGrantees and supply Grantees having such ownership characteristics — PERCENTAGES ONLY — DO NOT INCLUDE DOLLAR AMOUNTS) (ii) descriptions of anticipated Grant Contracts (iii) names and ownership characteristics (i.e., ethnicity, sex, disability) of anticipated subGrantees and supply Grantees anticipated; and (d) the percent of the Proposer's total current employees by ethnicity, sex, and handicap or disability. <p>NOTE: Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as Grantees and sub-Grantees. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises and that offers a diverse workforce to meet service needs.</p>
	B.17.	<p>Grantee shall provide a narrative statement affirming that it will have background checks performed by the vendor designated by State, to perform background checks on all staff involved either directly or indirectly in offender supervision as outlined in ProForma Grant Contract Attachment Five. The narrative statement shall further state that no individual noted as a convicted felon shall be either directly or indirectly involved in offender supervision. Provide a listing of any staff who have been convicted of a felony and include their job titles and duties.</p>
	B.18.	<p>Designate a fiscal officer and include the person's name, address and phone number.</p> <p>Describe the process for approving and monitoring expenditures of Community Corrections Act Funds within your agency.</p>
	B.19.	<p>All residential agencies will document in writing their policies and adoption of and compliance with Prison Rape Elimination Act of 2003 final rule as published by the U.S. Attorney General on May 16, 2012 as 28 CFR Part 115, Docket No. OAG-131; AG Order No. RIN 1105-AB34. Residential agencies are defined as community confinement facilities by section 115.5 of 28 CFR Part 115 as signed by the U. S. Attorney General on May 16, 2012 and sent to the Federal Register for publication.</p>
<p>SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 10)</p>		
State Use – Evaluator Identification:		

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION C: DOCUMENTATION OF NEED. The Proposer must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

The RFGP Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's raw, weighted score for purposes of calculating the section score as indicated.

PROPOSER LEGAL ENTITY NAME:					
Proposal Page # (Proposer completes)	Item Ref.	Section C— Documentation of Need	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	State the judicial district and counties to be serviced by this program proposal. Include a map showing the area to be served.		1	
	C.2.	<p>Give a narrative description of the need of your judicial district (s), which you plan to address by this program proposal. Include, at a minimum, the following data to document these needs:</p> <p>(1) State the current capacity and population of all county jails and workhouses in the area to be served and whether or not there are any Federal Court Orders requiring improvement of conditions therein.</p> <p>(2) State the number of incarcerations for non-violent felony offenders in the judicial district(s) to be served in Fiscal year(s) 2020- 2021.</p> <p>(3) Define any strategy (s) for targeting and diverting drug offenders into community corrections programs.</p> <p>(4) State any strategy to insure that offenders placed in the community corrections program would otherwise be incarcerated if this option were not available.</p>		4	
	C.3.	<p>(1) State and justify the number of new offenders you propose to divert from incarceration for the grant year(s).</p> <p>(2) State and justify the maximum and average census of offenders in your program for the grant year(s), including the number of successful and unsuccessful terminations. State any strategy for increasing the ratio of successful terminations to unsuccessful terminations.</p> <p>(3) State the expected average length of stay of offenders placed in your program and state any strategy for length of stay of offenders who will successfully complete the program. Grantees are encouraged to transfer offenders to TDOC supervision after completing one (1) year of community correction supervision.</p>		5	

PROPOSER LEGAL ENTITY NAME:					
Proposal Page # (Proposer completes)	Item Ref.	Section C— Documentation of Need	Item Score	Evaluation Factor	Raw Weighted Score
<i>The RFGP Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>					Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>
<div style="display: flex; justify-content: space-between;"> <div> Total Raw Weighted Score <hr/> Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i> </div> <div> X 10 <i>(maximum possible score)</i> </div> <div> = SCORE: </div> </div>					
<i>State Use – Evaluator Identification:</i>					
<i>State Use – RFGP Coordinator Signature, Printed Name & Date:</i>					

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION D: TECHNICAL APPROACH. The Proposer must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

The RFGP Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's raw, weighted score for purposes of calculating the section score as indicated.

PROPOSER LEGAL ENTITY NAME:					
Proposal Page # (Proposer completes)	Item Ref.	Section D — Technical Approach	Item Score	Evaluation Factor	Raw Weighted Score
	D.1.	Provide a narrative that illustrates the Proposer's understanding of the State's requirements and how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives.		2	
	D.2.	Outline specific and measurable program objectives. Indicate specifically what will be accomplished and the projected time for completion.		2	
	D.3.	Outline and define the procedures for intake of offenders into the Community Corrections program. Include a description of written behavior Grant Contracts and offender assessments.		1	
	D.4.	Outline and define the procedures for the direct supervision of offenders specified for each level. Specifically, identify the phases of supervision and required number of contacts.		1	
	D.5.	Outline and define the procedures for victim restitution. Outline and define the procedures for collecting and processing funds after collections. Include a goal for collections.		1	
	D.6.	Outline and define the procedures for community service and the step-by-step process from enrollment to job placement and the handling of problems, if any. Include an estimated number of community service hours expected.		1	

PROPOSER LEGAL ENTITY NAME:					
Proposal Page # (Proposer completes)	Item Ref.	Section D — Technical Approach	Item Score	Evaluation Factor	Raw Weighted Score
	D.7.	Describe what community resources the Agency will use including treatment model(s) for individualized treatment services to clients.		5	
	D.8.	Describe any special programs that are creative and innovative above and beyond the minimum standards designed to enhance offender's supervision.		2	
	D.9.	Provide a narrative describing the Grantee's Contingency plan for operation in the event of a man-made or a natural disaster.		5	
<i>The RFGP Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>					Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> Total Raw Weighted Score <hr style="width: 50%; margin: 0 auto;"/> Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i> </div> <div style="text-align: center;"> X 20 <i>(maximum possible score)</i> </div> <div style="text-align: center;"> = SCORE: </div> </div>					
<i>State Use – Evaluator Identification:</i>					
<i>State Use – RFGP Coordinator Signature, Printed Name & Date:</i>					

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SECTION E: Community Involvement and Support. The Proposer must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value

1 = poor

2 = fair

3 = satisfactory

4 = good

5 = excellent

The RFGP Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's raw, weighted score for purposes of calculating the section score as indicated.

PROPOSER LEGAL ENTITY NAME:					
Proposal Page # (Proposer completes)	Item Ref.	Community Involvement and Support	Item Score	Evaluation Factor	Raw Weighted Score
	E.1.	The Proposer's program advisory board must represent a cross-section of the community. Each Proposer shall include a list of the members serving on their program advisory committee and who they represent. The advisory committee membership shall reflect the membership as set forth by the Community Corrections Act. An agency's board of directors may serve as the advisory committee if it meets the criteria required of local government Proposers.		2	
	E.2.	<p><u>Planning Process</u> – The Proposer's Advisory Board shall adopt the plan prior to submission to the department. The Plan shall document that key local officials are supportive of the agency's proposed program. At a minimum the following officials must be consulted and a letter of support, for the Proposer and application, from each person shall accompany the Proposer's Community Corrections Plan. Proportional Points will be awarded for fewer than all possible letters obtained from judges, district attorney and sheriffs in the judicial districts to be served by the program.</p> <p>(1) Judge (s) of the judicial district(s) (exercising criminal jurisdiction).</p> <p>(2) District Attorney(s).</p> <p>(3) Public Defender(s)</p> <p>(4) Sheriff(s).</p> <p>(5) There must be at least four (4) letters of support from leading citizens expressing their support for the agency's intent to submit an</p>		8	

PROPOSER LEGAL ENTITY NAME:					
Proposal Page # (Proposer completes)	Item Ref.	Community Involvement and Support	Item Score	Evaluation Factor	Raw Weighted Score
		<p>application for direct funding.</p> <p>(6) Local government officials – The Proposer must document that the local unit of government has been notified of its intent to submit an application for direct funding.</p> <p>(7) The Proposer includes a letter from the judge(s) stating that offenders who successfully complete community corrections after one (1) year of supervision will be transferred to TDOC supervision.</p>			
<p><i>The RFGP Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i></p>					<p>Total Raw Weighted Score: (sum of Raw Weighted Scores above)</p>
<p>Total Raw Weighted Score</p> <hr/> <p>Maximum Possible Raw Weighted Score (i.e., 5 x the sum of item weights above)</p>					<p>X 10 (maximum possible score)</p> <p>= SCORE:</p>
<p><i>State Use – Evaluator Identification:</i></p>					
<p><i>State Use – RFGP Coordinator Signature, Printed Name & Date:</i></p>					

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION F: Cognitive Based Programming and Treatment Services. The Grantee must address all Technical Approach Items listed below and provide, in sequence, the information and documentation as required (referenced with the associated item references).

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the presentation response to each item. Each evaluator will use the following whole-number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

The RFGP Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's raw, weighted score for purposes of calculating the section score as indicated.

Proposal Page # (Proposer completes)	Item Ref.	PROPOSER LEGAL ENTITY NAME:			
		Section F - Cognitive Based Programming and Treatment Services	Item Score	Evaluation Factor	Raw Weighted Score
	F.1.	<p>(a) Provide a narrative that illustrates the Grantee's agreement to provide evidence-based cognitive and behavioral programming, as listed on the National Registry of Evidence Based Programming as effective, using a curriculum such as Cognitive Behavioral Intervention Program (CBIP) as well as Career Development Services including O*NET Interest Profiler or similar programs/services as approved by the State in conjunction with the validated risk-needs assessment used by the State.</p> <p>(b) Provide a narrative outlining which cognitive, behavioral, evidence-based curriculum(s) will be used by either Grantee or subGrant Contractor staff. Please further outline whether any modifications have been made to the curriculum.</p> <p>(c) Provide a narrative affirming that evidence-based cognitive behavioral programming which has been demonstrated to impact recidivism shall be delivered by a Case Officer 1, 2, or 3 or other qualified treatment staff that are certified to facilitate approved programming.</p>		6	
	F.2.	<p>(a) Provide a narrative outlining what/if any residential and/or non-residential therapy modalities will be utilized for evidence-based Alcohol and Drug Treatment (A & D) services, by either the Grantee or subGrant Contractor staff. Please further outline whether any modifications have been made</p>		4	

Proposal Page # (Proposer completes)	Item Ref.	PROPOSER LEGAL ENTITY NAME:			
		<p>to the modalities/curriculum.</p> <p>(b) Provide a narrative outlining what, if any, ancillary services, residential or non-residential, will be provided by either the Grantee or subcontractor staff.</p> <p>(c) Provide documentation of State of Tennessee licensure for residential treatment providers or subcontractors as detailed in TCA 33-2-405.</p>			
	F.3.	<p>(a) Provide a narrative affirming that treatment services shall be provided by either Grantee or subcontractor staff holding one of the following designations: licensed alcohol and drug abuse counselor (LADAC), International Certification and Reciprocity Consortium Advanced/Regular Alcohol and other Drug Counselor (ICRC-A/AODAC); or National Association of Alcohol and Drug Counselors – Certified Addiction Counselor (NAADAC I,II or Master Certification).</p> <p>(b) Provide resumes/vitae for Grantee or subcontractor treatment staff including copies of most recent licensure or certification for one of the following designations: licensed alcohol and drug abuse counselor (LADAC), International Certification and Reciprocity Consortium Advanced/Regular Alcohol and other Drug Counselor (ICRC-A/AODAC); or National Association of Alcohol and Drug Counselors – Certified Addiction Counselor (NAADAC I,II or Master Certification).</p>		3	
	F.4.	If treatment services are to be provided by subcontractor staff, provide a narrative specifying which organization, outlining the subcontractor's organizational structure, years in business, their success rate using the specified curriculum and any other pertinent information.		2	
<p align="center">Total Raw Weighted Score (sum of Raw Weighted Scores above):</p> <p align="center">The RFGP Coordinator will use this sum and the formula below to calculate the score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.</p>					
<p align="center"> Total raw weighted score maximum possible raw weighted score <i>(i.e., 5 x the sum of item weights above)</i> </p>					<p align="center"> X 15 <i>(maximum section score)</i> </p>
<p align="center">= SCORE:</p>					

Proposal Page # (Proposer completes)	Item Ref.	PROPOSER LEGAL ENTITY NAME:	
<i>State Use – Evaluator Identification:</i>			

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION G: Policy Review. The Grantee must address all Technical Approach Items listed below and provide, in sequence, the information and documentation as required (referenced with the associated item references).

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the presentation response to each item. Each evaluator will use the following whole-number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

The RFGP Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's raw, weighted score for purposes of calculating the section score as indicated.

Note: All Policies and Policy Manuals are to be included in an appendix to the technical proposal in keeping with the proposal page limit detailed in RFP Section 3.1.1.2.

Proposal Page # (Proposer completes)	Item Ref.	PROPOSER LEGAL ENTITY NAME:			
		Section G - Policy Review	Item Score	Evaluation Factor	Raw Weighted Score
	G.1.	Provide <i>all</i> Grantee policies governing to Community Corrections and Substance Abuse Treatment Services program operation and administration as a labeled appendix to the technical proposal.		6	
	G.2	Provide all Grantee Policy and procedures manuals, employee manuals, supervision manuals, PREA manuals, Fiscal Management manuals, Treatment and any other relevant grantee operational manuals as a labeled appendix to the technical proposal.		6	
	G.3.	Grantee policy and procedures provide framework for offender supervision in keeping with TDOC sanctions, standards and guidelines and in effective operational and financial program management and accounting.		3	
Total Raw Weighted Score (sum of Raw Weighted Scores above): The RFGP Coordinator will use this sum and the formula below to calculate the score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.					
Total raw weighted score <hr/> maximum possible raw weighted score <i>(i.e., 5 x the sum of item weights above)</i>			X 15 <i>(maximum section score)</i>	= SCORE:	

Proposal Page # (Proposer completes)	Item Ref.	PROPOSER LEGAL ENTITY NAME:	
<i>State Use – Evaluator Identification:</i>			
<i>State Use – RFGP Coordinator Signature, Printed Name & Date:</i>			

BUDGET EVALUATION AND SCORING GUIDE AND GRANT BUDGET TEMPLATE

Attachment 6.3 BUDGET EVALUATION AND SCORING GUIDE AND GRANT BUDGET TEMPLATE. The Proposer must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

AND SCORING = *little value* **1 = poor** **2 = fair** **3 = satisfactory** **4 = good** **5 = excellent**

The RFGP Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's raw, weighted score for purposes of calculating the section score as indicated.

PROPOSER LEGAL ENTITY NAME:					
Proposal Page # (Proposer completes)	Item Ref.	Budget Evaluation and Scoring Guide	Item Score	Evaluation Factor	Raw Weighted Score
	6.3.1.	Grant budget consists of two components: 1. Budget Summary 2. Budget Detail		3	
	6.3.2.	Grant Budget is submitted in the required format illustrated in Attachment 6.3.		3	
	6.3.3.	Justification for all costs including the basis for computation of these costs are included.		3	
	6.3.4.	Budget narrative portion of the Budget Detail Worksheet details the costs included in each applicable budget category and includes justification and explanation for how the item/service would benefit the grant program exclusively.		3	
	6.3.5.	Grant Budget includes a projected supervision fee collection based on 75% of the Proposer's expected yearly active caseload.		2	
	6.3.6.	Indirect costs which are in excess of 20 percent of total direct costs or \$100,000.00 whichever is less will not be allowed.		1	
<i>The RFGP Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>					Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>
Total Raw Weighted Score <hr/> Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i>					X 20 <i>(maximum possible score)</i>
					= SCORE:

PROPOSER LEGAL ENTITY NAME:					
Proposal Page # (Proposer completes)	Item Ref.	Budget Evaluation and Scoring Guide	Item Score	Evaluation Factor	Raw Weighted Score
<i>State Use – Evaluator Identification:</i>					
<i>State Use – RFGP Coordinator Signature, Printed Name & Date:</i>					

GRANT BUDGET
(BUDGET PAGE 1)

GRANT BUDGET				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: July 1, 2020 END: June 30, 2021				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT GRANT CONTRACT	GRANTEE MATCH ³	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy ² , Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11, 12	Travel, Conferences & Meetings ²	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals ⁵	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost ⁴	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
n/a	Grantee Match Requirement pursuant to Grant Contract Section A.15. ³	(0.00)	0.00	(0.00)
25	GRAND TOTAL	0.00	0.00	0.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

² Applicable detail attached if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Grant Contract, as detailed by the "Grant Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

⁴ Indirect costs which are in excess of 20 percent of total direct costs or \$100,000.00 whichever is less will not be allowed.

⁵ If agency is budgeting a particular amount under the budget line item specific assistance to individuals for offender transportation, said amount should be broken out under a budget line item detail. This amount must be expended for the intended purpose before the agency can make use of services provided through TDOC's offender transit network grant-funded Grant Contract with the Tennessee Department of Finance & Administration's Office of Criminal Justice Programs.

GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 2)

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	AMOUNT
TOTAL	AMOUNT

OCCUPANCY	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

INTEREST	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

Travel	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

DEPRECIATION	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

OTHER NON-PERSONNEL	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount

TOTAL

Amount

CAPITAL PURCHASE

AMOUNT

Specific, Descriptive, Detail (Repeat Row As Necessary)

Amount

TOTAL

Amount

GRANT BUDGET				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: July 1, 2021 END: June 30, 2022				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT GRANT CONTRACT	GRANTEE MATCH ³	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy ² , Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11, 12	Travel, Conferences & Meetings ²	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals ⁵	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost ⁴	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
n/a	Grantee Match Requirement pursuant to Grant Contract Section A.15. ³	(0.00)	0.00	(0.00)
25	GRAND TOTAL	0.00	0.00	0.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

² Applicable detail attached if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Grant Contract, as detailed by the "Grant Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

⁴ Indirect costs which are in excess of 20 percent of total direct costs or \$100,000.00 whichever is less will not be allowed.

⁵ If agency is budgeting a particular amount under the budget line item specific assistance to individuals for offender transportation, said amount should be broken out under a budget line item detail. This amount must be expended for the intended purpose before the agency can make use of services provided through TDOC's offender transit network grant-funded Grant Contract with the Tennessee Department of Finance & Administration's Office of Criminal Justice Programs.

GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 2)

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	AMOUNT
TOTAL	AMOUNT

OCCUPANCY	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

INTEREST	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

Travel	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

DEPRECIATION	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

OTHER NON-PERSONNEL	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount

TOTAL

Amount

CAPITAL PURCHASE

AMOUNT

Specific, Descriptive, Detail (Repeat Row As Necessary)

Amount

GRANT BUDGET				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: July 1, 2022 END: June 30, 2023*				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT GRANT CONTRACT	GRANTEE MATCH ³	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy ² , Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11, 12	Travel, Conferences & Meetings ²	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals ⁵	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost ⁴	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
n/a	Grantee Match Requirement pursuant to Grant Contract Section A.15. ³	(0.00)	0.00	(0.00)
25	GRAND TOTAL	0.00	0.00	0.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies*, Appendix A. (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

² Applicable detail attached if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Grant Contract, as detailed by the "Grant Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

⁴ Indirect costs which are in excess of 20 percent of total direct costs or \$100,000.00 whichever is less will not be allowed.

⁵ If agency is budgeting a particular amount under the budget line item specific assistance to individuals for offender transportation, said amount should be broken out under a budget line item detail. This amount must be expended for the intended purpose before the agency can make use of services provided through TDOC's offender transit network grant-funded Grant Contract with the Tennessee Department of Finance & Administration's Office of Criminal Justice Programs.

*if the grant Grant Contract is extended by Amendment

GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 2)

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	AMOUNT
TOTAL	AMOUNT

OCCUPANCY	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

INTEREST	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

Travel	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

DEPRECIATION	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

OTHER NON-PERSONNEL	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount

TOTAL

Amount

CAPITAL PURCHASE

AMOUNT

Specific, Descriptive, Detail (Repeat Row As Necessary)

Amount

Grant Budget Line-Item Category Definitions (from Department of Finance & Administration Accounts Policy 03)

Line 1 – Salaries And Wages — expenditures for compensation, fees, salaries, and wages paid to officers, directors, trustees, and employees

Line 2 – Employee Benefits & Taxes— (a) expenditures for contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) expenditures for payroll taxes such as social security and medicare taxes and unemployment and workers' compensation insurance

Lines 4 & 15 -- Professional Fee/ Grant & Award— (a) expenditures for fees to outside professionals, consultants, and personal-service Grantees including legal, accounting, and auditing fees; (b) expenditures for awards, grants, subsidies, and other pass-through expenditures to individuals and to other organizations, allocations to affiliated organizations, in-kind grants to individuals and organizations, and scholarships, tuition payments, travel allowances, and equipment allowances to clients and individual beneficiaries; and (c) expenditures for service unit/milestone rate payments (in which the payment rates are equal to the amount that the State has determined to be the reasonable and necessary cost for the associated unit or milestone) NOTE: If the grant provides funding for service unit/milestone rate payments, specify each service unit/milestone in the associated detail schedule (clearly explain the unit/milestone of service and the associated rate).

Line 5 -- Supplies— expenditures for office supplies, housekeeping supplies, food and beverages, and other supplies

Line 6 -- Telephone— expenditures for telephone, cellular phones, beepers, telegram, fax, E-mail, and telephone equipment maintenance

Line 7 -- Postage & Shipping— expenditures for postage, messenger services, overnight delivery, outside mailing service fees, freight and trucking, and maintenance of delivery and shipping vehicles

Line 8 -- Occupancy— expenditures for office space and other facilities, heat, light, power, other utilities, outside janitorial services, mortgage interest, and real estate taxes

Line 9 -- Equipment Rental & Maintenance— expenditures for renting and maintaining computers, copiers, postage meters, other office equipment, and other equipment, except telephone, truck, and automobile expenses

Line 10 -- Printing & Publications— expenditures for producing printed materials, purchasing books and publications, and buying subscriptions to publications

Lines 11 & 12 -- Travel/ Conferences & Meetings— (a) expenditures for transportation, meals and lodging, and per diem payments including travel expenses for meetings and conferences, gas and oil, repairs, licenses and permits, and leasing costs for vehicles, and (b) expenditures for conducting or attending meetings, conferences, and conventions including rental of facilities, speakers' fees and expenses, printed materials, and registration fees

Line 13 -- Interest— interest expenditures for loans and capital leases on equipment, trucks and automobiles, and other notes and loans, except mortgage interest

Line 14 -- Insurance— expenditures for liability, property, and vehicle insurance, fidelity bonds, and other insurance, except employee benefit-related insurance

Line 16 -- Specific Assistance To Individuals— expenditures for direct payment of expenses of clients, patients, and individual beneficiaries including such expenses as medicines, medical and dental fees, children's board, food and homemaker services, clothing, transportation, insurance coverage, and wage supplements

Line 17 -- Depreciation— expenses recorded for depreciation of equipment, buildings, leasehold improvements, and other depreciable fixed assets

Line 18 -- Other Non-Personnel— allowable expenditures (refer to A-122 allowable cost principles) for advertising, bad debts, contingency provisions, fines and penalties, independent research and development, organization, page charges in professional journals, rearrangement and alteration, recruiting, taxes, membership dues in associations and professional societies, and fees for the organization's licenses, permits, and registrations

Line 20 -- Capital Purchase— expenditures for land, equipment, buildings, leasehold improvements, and other fixed assets

Line 22 -- Indirect Cost (a.k.a., Administrative Expense)— proportional amount in accordance with an allocation plan approved by the cognizant state agency (NOTE: Pass-through funds are not included when computing this the proportional amount)

Line preceeding grand total— **Standard S6.08** Supervision Fees are to be collected by the Grantee to offset their grant budget. Grantees should collect a minimum 75% of the supervision fees owed by offenders. Grantee will use the following formula to calculate Supervision Fee obligation/projection:

$$\text{Number of Case Officer} \times \text{Number of Active Cases} \times \$15.00 \times 12 \text{ Months} \times 75\% = \text{Supervision Fee obligation}$$

The Supervision Fee obligation will be shown, with the calculations written in the Narrative part, on line 24 of the Budget Detail Report that is attached to each Grant Contract and any subsequent amendments.

PROPOSAL SCORE SUMMARY MATRIX

	<i>PROPOSER NAME</i>	<i>PROPOSER NAME</i>	<i>PROPOSER NAME</i>
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: § 10)			
<i>EVALUATOR NAME</i>			
<i>EVALUATOR NAME</i>			
<i>REPEAT AS NECESSARY</i>			
	AVERAGE:	AVERAGE:	AVERAGE:
Documentation of Need (maximum: § 10)			
<i>EVALUATOR NAME</i>			
<i>EVALUATOR NAME</i>			
<i>REPEAT AS NECESSARY</i>			
	AVERAGE:	AVERAGE:	AVERAGE:
TECHNICAL APPROACH (maximum: § 20)			
<i>EVALUATOR NAME</i>			
<i>EVALUATOR NAME</i>			
<i>REPEAT AS NECESSARY</i>			
Community Involvement & Support (maximum: § 10)			
<i>EVALUATOR NAME</i>			
<i>EVALUATOR NAME</i>			
<i>REPEAT AS NECESSARY</i>			
Cognitive Based Programming and Treatment Services (maximum §15)			
Policy Review (maximum: § 15)			
BUDGET PROPOSAL (maximum: § 20)	SCORE:	SCORE:	SCORE:
TOTAL PROPOSAL			

EVALUATION SCORE: (maximum: 100)					
<i>RFGP Coordinator Signature, Printed Name & Date:</i>					

Tennessee Community Corrections Act Attachment 6.5

T. C. A. § 40-36-101. Short title.

This chapter shall be known and may be cited as the "Tennessee Community Corrections Act of 1985."

T. C. A. § 40-36-102. Chapter definitions.

As used in this chapter, unless the context otherwise requires:

(1) "Application process and procedures" means the criteria and guidelines developed by the Department of Correction for the establishment of community corrections plans, the granting of funds for programs authorized by this chapter, and the monitoring, evaluation and review of programs funded under this chapter;

(2) "Board" means a local community corrections advisory board as established in this chapter;

(3) "Commissioner" means the commissioner of correction;

(4) "Community" includes the county or counties comprising a judicial district as provided in title 16, chapter 2, part 5;

(5) "Community-based alternatives to incarceration" means services and programs provided in local jurisdictions for eligible offenders in lieu of incarceration in state penal institutions or local jails and workhouses. The alternatives include noncustodial community corrections options, short-term community residential treatment options, and individualized evaluation and treatment services as provided in § 40-36-302;

(6) "Community corrections plan" means a document prepared by a local community corrections advisory board, endorsed by the county legislative body, and submitted to the Department of Correction in accordance with the requirements set forth in the application process and procedures, which identifies proposed community based programs to be implemented within the county in accordance with the terms of this chapter and justifies the funding of the programs with regard to local need and community support;

(7) "County legislative body" includes the governing legislative body of any county organized under the provisions of Tenn. Const. art. XI, § 9, and any county commission authorized by private act;

(8) "County mayor" includes the chief executive officer of any county organized under the provisions of Tenn. Const. art. XI, § 9, and any county mayor authorized by private act;

(9) "Court" means the trial judge exercising sentencing jurisdiction over an eligible offender under this chapter, and includes any successor of the trial judge;

(10) "Nonprofit human service agency" means a not-for-profit organization that provides treatment, guidance, training or other rehabilitation services to individuals, families or groups in such areas as health, education, vocational training, special education, social services, psychological counseling and alcohol and drug treatment;

(11) "Nonviolent felony offender"/"nonviolent felony offense" means a person committing a felony

offense, or a felony offense that does not involve serious bodily injury, as that term is defined in § 39-11-106, or death to a victim or bystander, does not involve threats reasonably calculated to produce such results, and does not involve sexual contact or sexual penetration as those terms are defined in § 39-13-501;

(12) "Plan" means the "community corrections plan" defined in subdivision (6);

(13) "Recipient" includes any entity receiving directly or indirectly any financial aid under this chapter;

(14) "Renovation" means the repair, remodeling, alteration or expansion of existing buildings or structures to make them habitable or suitable for program operations, and includes the acquisition and installation of necessary initial equipment; and

(15) "Violent felony offender"/"violent felony offense" means a person committing a felony offense, or a felony offense, which does involve the criteria mentioned in subdivision (11).

T. C. A. § 40-36-103. Purposes of chapter.

The purposes of this chapter are to:

(1) Establish a policy within the state to punish selected, nonviolent felony offenders in front-end community based alternatives to incarceration, thereby reserving secure confinement facilities for violent felony offenders; and

(2) Establish a mechanism whereby state funds are granted to local governments and qualified private agencies to develop a range of front-end community based punishments and services for eligible offenders under this chapter.

T. C. A. § 40-36-104. Goals of this chapter.

This chapter is intended to accomplish the following goals:

(1) Maintain safe and cost efficient community correctional programs, which also involve close supervision of offenders;

(2) Promote accountability of offenders to their local community by requiring direct financial restitution to victims of crimes and community service restitution to local governments and community agencies;

(3) Fill gaps in the local correctional system through the development of a range of sanctions and services available for the judge at sentencing;

(4) Reduce the number of nonviolent felony offenders committed by participating counties to correctional institutions and jails by punishing these offenders in noncustodial options as provided in this chapter;

(5) Provide opportunities for offenders demonstrating special needs to receive services that enhance their ability to provide for their families and become contributing members of their community;

(6) Encourage the involvement of local officials and leading citizens in their local correctional system; and

(7) Promote the development of community corrections programs which are tailored to the specific needs of each participating county, and which are creative and innovative, within this

state.

T. C. A. § 40-36-105. Duties of the department of correction.

In addition to those otherwise provided by law, the Department of Correction has the following powers, duties and responsibilities:

- (1) Administer this chapter within the goals and mandates of this chapter;
- (2) Conduct statewide public education concerning the purposes and goals of this chapter and make a report to the judiciary and fiscal review committees of the general assembly regarding the effectiveness of diversion of offenders from state correctional institutions;
- (3) Provide technical assistance and training to local governments, private agencies, and local community corrections advisory boards regarding community corrections and the provisions of this chapter;
- (4) Facilitate the development of local community corrections plans;
- (5) Develop minimum standards, policies, and administrative rules in accordance with the requirements of the Uniform Administrative Procedures Act, compiled in title 4, chapter 5, for the statewide implementation of this chapter;
- (6) Develop and implement an application process and procedures;
- (7) Review community corrections plans and provide grant funding; and
- (8) Conduct an annual program evaluation of all programs once per year or as often as needed to ensure program accountability.

T. C. A. § 40-36-106. Eligible offenders.

- (a)(1) An offender who meets all of the following minimum criteria shall be considered eligible for punishment in the community under the provisions of this chapter:
- (A) Persons who, without this option, would be incarcerated in a correctional institution;
 - (B) Persons who are convicted of property-related, or drug-or alcohol-related felony offenses or other felony offenses not involving crimes against the person as provided in title 39, chapter 13, parts 1-5;
 - (C) Persons who are convicted of nonviolent felony offenses;
 - (D) Persons who are convicted of felony offenses in which the use or possession of a weapon was not involved;
 - (E) Persons who do not demonstrate a present or past pattern of behavior indicating violence;
 - (F) Persons who do not demonstrate a pattern of committing violent offenses; and
- (2) Persons who are sentenced to incarceration or are on escape at the time of consideration will not be eligible for punishment in the community.
- (b) Offenders shall not be excluded from the program on the basis of prior convictions for nonviolent felony offenses, but may, at the discretion of the court and local community corrections advisory board, be excluded on the basis of prior convictions for felony offenses that would not meet the eligibility criteria provided in subsection (a).
- (c) Felony offenders not otherwise eligible under subsection (a), and who would be usually considered unfit for probation due to histories of chronic alcohol or drug abuse, or mental health problems, but whose special needs are treatable and could be served best in the community rather than in a

correctional institution, may be considered eligible for punishment in the community under the provisions of this chapter.

(d) The eligibility criteria established in this section shall be interpreted as minimum state standards, guiding the determination of eligibility of offenders under this chapter.

(e)(1) Notwithstanding any other provision of the law to the contrary, the court is authorized to sentence an eligible defendant as defined in this section to any appropriate community-based alternative to incarceration provided in accordance with the terms of this chapter, and under the additional terms and conditions as the court may prescribe, in lieu of incarceration in a state penal institution or local jail or workhouse.

(2) In sentencing an eligible defendant to any community-based alternative to incarceration, the court shall possess the power to set the duration of the sentence for the offense committed at any period of time up to the maximum sentence within the appropriate sentence range, and shall retain the authority to alter or amend at any time the length, terms or conditions of the sentence imposed.

(3)(A) The court also has the power to terminate an offender from the program and to place the offender on supervised or unsupervised probation upon a showing that the offender did abide by the conditions imposed on the original sentence and that the offender's placement on probation presents no substantial risk to public safety. This authority of the court extends to offenders not originally eligible for probation after service of at least one (1) year.

(B) Failure to comply with the terms of probation subjects the offender to revocation proceedings conducted by the court pursuant to § 40-35-311. If incarcerated, the offender receives credit only for actual time served in the community-based alternative program.

(4) The court shall also possess the power to revoke the sentence imposed at any time due to the conduct of the defendant or the termination or modification of the program to which the defendant has been sentenced, and the court may resentence the defendant to any appropriate sentencing alternative, including incarceration, for any period of time up to the maximum sentence provided for the offense committed, less any time actually served in any community-based alternative to incarceration. The resentencing shall be conducted in compliance with § 40-35-210.

(5) The district attorney general, victim, defense attorney and probation and parole officer should be consulted regarding potential referrals to the program; however, the court shall have the final decision.

(f) Nothing in this section shall prevent a court from permitting an eligible defendant to participate in a community-based alternative to incarceration as a condition of probation in conjunction with a suspended sentence, split confinement or periodic confinement as provided in chapter 35 of this title.

T. C. A. § 40-36-201. Creation and composition of local community corrections advisory board.

(a) (1) To qualify for funding under this chapter, a local community corrections advisory board shall be established by the county legislative body. The board shall represent a cross-section of the local population, shall ensure minority and female representation, and shall consist, at a minimum, of the following representatives or their designees:

(A) A representative of county government nominated by the county mayor and confirmed by the county legislative body;

(B) The sheriff of the county;

(C) The district attorney general of the judicial district in which the county is located;

(D) A criminal defense attorney residing in the county, nominated by the presiding judge of the judicial

district in which the county is located and confirmed by the county legislative body;

(E) A representative of a nonprofit human service agency, nominated by the county mayor and the other local community corrections advisory board members who serve by virtue of their elected office and confirmed by the county legislative body;

(F) Two (2) state probation and parole officers assigned to work in the county, nominated by the Department of Correction and confirmed by the county legislative body; and

(G) At a minimum, three (3) private citizens residing in the county, nominated by the county mayor and other local community corrections advisory board members who serve by virtue of their elected office and confirmed by the county legislative body. If a city participates, a citizen shall be nominated by the mayor and confirmed by the council.

(2) Confirmations by the county legislative body of the appropriate representatives shall be by majority vote. The size of the local community corrections advisory board shall be determined locally but must meet the minimum number and type of representatives.

(b) The sheriff and district attorney general shall serve on the local community corrections advisory board during their terms of office. In order to provide staggered terms on the local community corrections advisory board, the positions on the board identified as the county government representative, the criminal defense attorney, one (1) of the probation and parole officers, and one (1) private citizen representative shall be initially appointed to a term of three (3) years, and thereafter to terms of two (2) years. The remaining members of the board shall be appointed for a term of two (2) years. Vacancies shall be filled in the same manner as original appointments for any unexpired term. Members of the local community corrections advisory board may be reappointed to the board in accordance with the procedures set forth in subsection (a).

(c) Where two (2) or more counties within a single judicial district combine and apply for funds under this chapter, they may establish one (1) community corrections advisory board serving the jurisdictions involved. At a minimum, this board shall include all of the positions set forth in subsection (a). The representatives to fill the positions may come from any of the participating counties and may be selected as determined by agreement of the legislative bodies of the counties involved.

T. C. A. § 40-36-202. Duties of local community corrections advisory board – Staff -- Meetings and officers.

(a) The local community corrections advisory board is empowered by resolution of the county legislative body to perform the following duties:

(1) Assess community-wide needs and advise the county legislative body regarding specific program options;

(2) Participate in the establishment of local eligibility standards for local community corrections programs that meet the local needs of the community;

(3) Adopt the local community corrections plan for submission to the county legislative body;

(4) Adopt program policies;

(5) Recommend to the county legislative body the awarding of subGrant Contracts to proprietary, nonprofit or governmental entities to provide community corrections services, in their discretion;

(6) Monitor the effectiveness of local community correctional services and advise the county legislative body regarding needed modifications;

(7) Inform and educate the general public regarding the need for diversion of selected nonviolent offenders from confinement in correctional institutions in order to gain greater public support for

corrections; and

(8) Make an annual report to the county legislative body of the progress of the programs.

(b) The county legislative body may authorize either the local community corrections advisory board or the county mayor to employ, supervise and/or terminate the program staff, who shall be deemed county employees.

(c) Employees hired by the county to administer this chapter in the community shall meet minimum qualifications as set forth by the Department of Correction in statewide administrative regulations. The local community corrections advisory board or the county mayor, as designated by the county legislative body, shall review and confirm all potential candidates for employment.

(d) Any local community corrections advisory board initially created under this chapter shall receive an orientation developed and conducted by the local government with the assistance of the Department of Correction within thirty (30) days after the last initial appointment to the board is made.

(e) Each local community corrections advisory board shall meet on a regular basis to transact business, and each local community corrections advisory board shall elect its own chair, vice chair, secretary and necessary committees.

T. C. A. § 40-36-301. Eligibility for financial aid.

(a) A single county or a group of counties within a single judicial district shall be eligible for direct financial aid under this chapter.

(b) A private agency may be eligible for direct financial aid under this chapter only in a county that has not established a local community corrections advisory board, and only after the county legislative body in the county has received notice that an application for direct financial aid has been made by a private agency and fails to establish a local community corrections advisory board within thirty (30) days. However, nothing in this chapter shall prohibit a private agency from receiving indirect financial aid for such a program through a local community corrections advisory board once the board is established by the county legislative body.

(c)(1) Entities eligible for financial aid under this chapter and entering into agreements for the aid shall receive one hundred percent (100%) state funding with no local matching funds required for the estimated cost of the program; provided, that this section shall not prohibit the use of federal funds. In order to receive the funding, each eligible entity shall submit an application to the county commission in a form to be determined by the Department of Correction.

(2) Agreements for the aid must contain a statement of the agreed to amount representing one hundred percent (100%) of the estimated cost of the program, or in lieu thereof, the specific formula or method or methods as to how the amount of the one hundred percent (100%) funding will be calculated.

(d) Where a group of counties combine and submit a joint application for funds, the application shall contain a cooperative agreement indicating each jurisdiction's willingness to collaborate in the proposed program and to meet specific objectives. In addition, the multijurisdiction applications shall provide for the appointment of one (1) fiscal agent to coordinate the financial activities of the grant award.

(e) A county legislative body that does not establish a local community corrections advisory board may request that the Department of Correction operate the program in that county. The Department of Correction shall establish an advisory council substantially similar in composition

to the council described in § 40-36-201, which shall advise the Department of Correction on program operations within that county.

T. C. A. § 40-36-302. Community-based options and services.

(a) Community corrections funds can be used to develop or expand the range of community punishments and services at the local level. Community-based program options may include, but are not limited to, the following:

(1) Noncustodial community corrections options that involve close supervision but which do not involve housing of the offender in a jail, workhouse or community facility. Examples include, but are not limited to: community service supervision; victim restitution supervision and victim-offender mediation; alcohol or drug outpatient treatment; house arrest; and psychiatric counseling;

(2) Short-term community residential treatment options that involve close supervision in a residential setting. Examples include, but are not limited to: emergency shelters; detoxification centers; community residential restitution centers for nonviolent offenders and probation and parole violators; community residential treatment centers for special needs offenders and probation and parole violators; and inpatient drug or alcohol treatment. The residential options are not intended to create overcrowding in the local jail, but rather to develop additional small community-based facilities whose focus is on treatment rather than detention;

(3) Enrolling community corrections participants in residential in-house drug and alcohol treatment for detoxification and counseling. Enrollments shall be based upon an objective assessment that a participant is alcohol or drug dependent and requires detoxification. Awards for detoxification services shall only be made for inpatient services; and

(4) Individualized services that evaluate and treat the special needs of the population served under this chapter. Services to the court to assist in the evaluation and screening of eligible candidates may include the purchase of psychological, medical, educational or vocational, drug or alcohol urine screening, and client specific plan diagnostic evaluations. Other services that may be purchased on an individualized basis may include job training, alcohol or drug counseling, individual or family counseling, G.E.D. or transportation subsidies. These services are intended to fill gaps in the local community correctional system and to enable the nonviolent offender to be treated near the offender's home.

(b) The options set out in subsection (a) may be used in conjunction with a period of shock incarceration, or in conjunction with a term of probation and/or a term of split confinement or periodic confinement as provided in chapter 35 of this title.

(c) Community corrections funds may also be used to acquire, renovate and operate community facilities established to provide the options and services set forth in subsection (a).

(d) Counties may provide or Grant Contract with qualified proprietary, nonprofit or governmental entities for the provision of services under this chapter.

(e) Any options or services established under this chapter shall serve offenders from the entire judicial district in which the county is located.

(f) Any community-based program set out in subsection (a) that provides housing for alternatively sentenced criminal offenders shall notify the chief law enforcement officer of the county and the chief law enforcement officer of the municipality in which the housing facilities exist of the identity, criminal record and location of the alternatively sentenced criminal offenders proposed to be located at the facilities. The notices shall be in compliance with the confidentiality

provisions of title 33, and shall also meet the privacy requirements of the federal Health Insurance Portability and Accountability Act of 1996, as amended, 42 U.S.C. § 1320d et seq.

T. C. A. § 40-36-303. Prohibited use of funds – Administrative costs – Accounting system – Annual Audit.

(a) Recipients of community corrections funds shall not use these funds to supplant existing funds from the state or the local government for existing correctional programs. In addition, the funds shall not be utilized for the following purposes:

- (1) Construction, renovation or operation of county or municipal jails;
- (2) Construction, renovation or operation of state facilities; or
- (3) Salaries of state probation and parole officers.

(b) Administrative costs connected with the expenditure of community corrections funds under this chapter shall not exceed a percentage amount established by the Department of Correction.

(c) The comptroller of the treasury is directed to develop a uniform accounting system conforming to generally accepted accounting principles for the boards operating under the provisions of this chapter. The uniform accounting system shall be subject to the approval of the commissioner of finance and administration. Upon the approval of the commissioner of finance and administration, each local community corrections advisory board shall establish and maintain the uniform accounting system.

(d)(1) The annual reports and all books of accounts and financial records of all funds received by grant, Grant Contract or otherwise from state, local or federal sources shall be subject to audit annually by the comptroller of the treasury or the Department of Correction or both. The audit may be performed by a licensed independent public accountant selected by the local community corrections advisory board and approved by the comptroller of the treasury. The cost of any audit shall be paid by the local community corrections advisory board.

(2) The comptroller of the treasury shall ensure that audits are prepared in accordance with generally accepted governmental auditing standards and determine if the audits meet minimum audit standards prescribed by the comptroller of the treasury. No audit may be accepted as meeting the requirements of this section until approved by the comptroller of the treasury.

(3) All audits shall be completed as soon as practicable after the end of the fiscal year of the local community corrections advisory board. One (1) copy of each audit shall be furnished to each member of the local community corrections advisory board and the comptroller of the treasury. Copies of each audit shall also be made available to the press.

T. C. A. § 40-36-304. Community corrections plan -- Funding criteria -- Participation in and withdrawal from chapter.

(a) A community corrections plan shall be developed by the local community corrections advisory board which sufficiently documents the local need and support for the proposed programs. The local community corrections advisory board's plan shall also have the written endorsement of the county legislative body prior to its submission to the Department of Correction.

(b) The format for any community corrections plan shall be specified by the Department of Correction in its application process and procedures.

(c)(1) Funding under this chapter shall be granted on an annual basis, with the disbursement of funds on a quarterly basis at the beginning of each quarter after the submission and approval of an

expenditure monitoring report and program monitoring report. At the end of the fiscal year, any unspent moneys by the program shall be returned to the Department of Correction to be used for reallocation to other programs administered by the Department of Correction as authorized under this chapter; provided, that counties are eligible to apply for any unspent funds that exist at the beginning of the fourth quarter.

(2) The Department of Correction has the discretion and authority to award Grant Contracts for a period not exceeding three (3) years. The Department of Correction may require that a duly adopted and endorsed community corrections plan covering the full term of the Grant Contract be submitted to the Department of Correction. Funding and conditions of funding for the length of the Grant Contract will be negotiated between the Department of Correction and the Grantee. Nothing in this section shall prejudice the rights of the Department of Correction to suspend, modify or terminate grants under § 40-36- 305.

(d) Funding under this chapter shall be granted to counties on the basis of a documentation of local need, together with consideration of whether the local community corrections advisory board's community corrections plan, including budget Applications, is consistent with the goals of this chapter, the geographical and program considerations of the state, and funding availability. In addition, the Department of Correction shall consider the following criteria pertaining to the jurisdiction in question when granting funds under this chapter:

- (1) Number of nonviolent felony commitments to the Department of Correction;
 - (2) Population and existing conditions at the local jail;
 - (3) Rate of felony commitments per one thousand (1,000) population within the judicial district;
 - (4) Population of the judicial district and percent of population between the ages of eighteen (18) and twenty-nine (29);
 - (5) Availability of local correctional services;
 - (6) Sufficient local service capability to support the community corrections programs; and
 - (7) Demonstrated involvement and support from the judiciary, local criminal justice or correctional officials and local government in the development of the community corrections plan.
- (e) Funding and grant evaluation criteria shall be outlined in the application process and procedures to be developed by the Department of Correction in order that each Proposer may know the basis upon which funds will be granted.
- (f) Participation in the programs set forth in this chapter is voluntary. Any participating county, may, by written authorization of its county legislative body, notify the Department of Correction of its intention to withdraw from the Community Corrections Act. The withdrawal will become effective on the last day of the grant year.

T. C. A. § 40-36-305. Continued grant funding – Additional incentive funding—Non-compliance with plan.

(a) In order to remain eligible for continued grant funding, a recipient must substantially comply with the standards and administrative regulations of the Department of Correction defining program effectiveness. Each recipient will participate in an evaluation to determine local and state program effectiveness. The form of this evaluation will be determined by the Department of Correction.

(b) Continued grant funding shall be based on demonstrated effectiveness in reducing the number

of commitments that would likely have occurred without the programs funded under this chapter, and also on evidence that the programs are not dealing with persons who otherwise would have been on regular probation; provided, that each recipient, having been deemed eligible for continued grant funding by the Department of Correction and having entered into an agreement with the Department of Correction for direct financial aid under this chapter, shall have exclusive authority to provide the Grant Contracted services within the agreed upon jurisdiction for the duration of the Grant Contract. Nothing in this subsection (b) shall be construed to diminish the Department of Correction's authority under this section.

(c) Subject to funding availability, each participating county is eligible to receive additional incentive funding for extending programs to other eligible offenders or for adding new programs if it exceeds the objectives of its community corrections plan.

(d) If the Department of Correction determines that there are reasonable grounds to believe that a participating county is not complying with its plan, or the minimum standards, the Department of Correction shall give thirty (30) days' written notice to the county legislative body, the local community corrections advisory board, and the administrator of the program. If the Department of Correction finds that the participating county is not complying with its plan or the minimum standards established in this chapter, the Department of Correction shall require the county legislative body to provide a written agreement as to how and when the specific deficiencies identified by the Department of Correction will be corrected. If no agreement is submitted to the Department of Correction within the time limit the Department of Correction has specified or if the deficiencies are not corrected within forty-five (45) days after the agreement has been approved by the Department of Correction, the Department of Correction may suspend any part or all of the funding until compliance is achieved.

T. C. A. § 40-36-306. Supervision fee.

(a) A supervision fee in the amount of fifteen dollars (\$15.00) per month is imposed upon every offender serving a sentence under the supervision of a community corrections Grantee. The fee may be waived in those cases determined to be hardship cases, as defined in § 40-28-202.

(b) The Grantee shall be responsible for collecting and accounting for the fees.

(c) Any fees collected pursuant to this section shall be retained by the Grantee and reported to the Department of Correction.

(d) The Department of Correction shall offset the amount of any fees collected under this section against any sums due under the grant Grant Contract with the Grantee.

(e) The Grantee shall make an investigation of the financial and other circumstances of any person under its supervision and, based upon the person's ability to pay, shall require the person to pay thirty dollars (\$30.00) for each month or portion of a month the person remains under the supervision of the Grantee, to the general fund, beginning thirty (30) days from the date the offender is placed under the supervision of the Grantee, or, in the case of an offender, the date of employment. The payment required under this subsection (e) shall not exceed ten percent (10%) of the offender's net income. In cases of hardship as defined in § 40-28-202, the Department of Correction may modify the payment required by this item to an appropriate amount given the nature and magnitude of the hardship.

(f) In addition to any other fees imposed by this section, the trial court may assess an additional fee against any offender sentenced to participate in a community corrections program, either as a community corrections sentence or as a condition of probation, to offset the cost of the program; provided, that the program is one that has been certified by the Department of Correction as meeting promulgated criteria relating to achievement of goals and cost of the program.

ATTACHMENT 6.6

**RULES
OF
THE TENNESSEE DEPARTMENT OF CORRECTION
DIVISION OF COMMUNITY SERVICES
CHAPTER 0420-2-2**

TENNESSEE COMMUNITY CORRECTIONS PROGRAM

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0420-2-2-.01 PREFACE. Under the authority of Title 40, Chapter 36 of the Tennessee Code Annotated, the Commissioner of the Tennessee Department of Correction is responsible for the development of administrative regulations, standards and administrative policies in accordance with the requirements of the Administrative Procedures Act for the statewide implementation of the Tennessee Community Corrections Act.

Authority: T.C.A. Section 40-36-105. **Administrative History:** Original rule filed December 30, 1986; effective February 13, 1987.

0420-2-2-.02 PURPOSE. The Tennessee Community Corrections Act Regulations are developed to accomplish the following purposes:

- (1) Clarify and interpret the elements of the Tennessee Community Corrections Act of 1985 for state and local officials throughout the State of Tennessee.
- (2) Prescribe minimum standards for the establishment, administration, and evaluation of community corrections under the provisions of the Tennessee Community Corrections Act.
- (3) Provide quantifiable measurements which will form the basis of the Department's statewide evaluation of the Act and its Grantees.
- (4) Serve as a foundation for Department of Correction's Administrative Policies, as well as local program operational policies and procedures.

Authority: T.C.A. Section 40-36-105. **Administrative History:** Original rule filed December 30, 1986; effective February 13, 1987. Amendment filed March 8, 1993; effective June 29, 1993.

0420-2-2-.03 DEFINITIONS. For the purpose of this program, all definitions in Tennessee Code Annotated, Title 40, Chapter 36, Part 1 shall apply. In addition, the following definitions shall apply:

- (1) *Jurisdiction* - Jurisdiction means a judicial district.
- (2) *Grantee* - Grantee means any entity which Grant Contracts with the Tennessee Department of Correction for the receipt of Community Corrections Act funds.
- (3) *On-Site Visit* - Any visit by the Tennessee Department of Correction or office of the State Comptroller for the purpose of monitoring compliance with state standards.
- (4) *Community Corrections Manager* - The position in a local community corrections program responsible for the daily administration of the program and primary contact with the Tennessee Department of Correction.
- (5) *Non-Custodial Community Corrections* - Non-custodial community corrections options do not involve housing of the offender in a jail, workhouse or community facility. Examples include, but are not limited to: community service supervision; victim restitution supervision and victim/offender mediation; alcohol/drug outpatient treatment; house arrest; and psychiatric counseling.
- (6) *Community Residential Treatment* - Community residential treatment options include, but are not limited to: emergency shelters, detoxification centers, community residential restitution centers for non-violent offenders and probation/parole violators, community residential treatment centers for special need offenders, and probation/parole violators, inpatient drug/alcohol treatment, and day reporting centers.
- (7) *Department* - Department means the Tennessee Department of Correction.

Authority: T.C.A. Sections 40-36-105, 40-36-202 and 40-36-302. **Administrative History:** Original rule filed December 30, 1986; effective February 13, 1987. Amendment filed March 8, 1993; effective June 29, 1993.

0420-2-2-.04 APPLICATION. These rules apply to the Tennessee Department of Correction and every Grantee, potential Grantee, and subGrantee seeking or receiving funds under the Tennessee Community Corrections Act.

Authority: T.C.A. Section 40-36-301. **Administrative History:** Original rule filed December 30, 1986; effective February 13, 1987. Amendment filed March 8, 1993; effective June 29, 1993.

0420-2-2-.05 POLICY. In accordance with T.C.A. Title 40, Section 36, it is the policy of the State of Tennessee to punish selected felony offenders and other special needs felony offenders in front-end community based alternatives to incarceration, thereby reserving secure confinement facilities for violent felony offenders and to provide state funding to local governments and qualified private agencies for the establishment of local sanctions and services for eligible offenders under this Act.

Authority: T.C.A. Section 40-36-103. **Administrative History:** Original rule filed December 30, 1986; effective February 13, 1987. Amendment filed March 8, 1993; effective June 29, 1993.

0420-2-2-.06 GOALS. The Department and its Grantees shall administer community corrections within the State of Tennessee which accomplishes the following goals:

- (1) That the felony offenders sentenced to community correction programs would have been incarcerated had the community corrections option not been available.
- (2) Establish a range of local sanctions and services available for the judge at sentencing beyond what is presently available in the jurisdiction.
- (3) Create a more informed and supportive local and statewide public constituency for community corrections within the State of Tennessee.
- (4) Require the offender to pay financial restitution to the victim(s) of crime, and/or perform community service work for the local government and community agencies as ordered by the court and assure that payment and service are being provided.
- (5) Successfully terminate a minimum of 60% of community corrections offenders.
- (6) That the felony conviction rate for offenders who have successfully completed behavior Grant Contracts within community corrections does not exceed 10% one year after termination.
- (7) Operate cost efficient and effective programs.
- (8) Reduce admissions to incarceration from local communities to the greatest extent possible based on funded resources.

Authority: T.C.A. Section 40-36-104. **Administrative History:** Original rule filed December 30, 1986; effective February 13, 1987. Amendment filed March 8, 1993; effective June 29, 1993.

0420-2-2-.07. ELIGIBILITY AND SENTENCING STANDARDS

- (1) Offender Eligibility Standards - In addition to the eligibility standards set forth in T.C.A. 40-36-106, probation violators, both technical and new felony convictions, who are on probation for an eligible offense and juvenile offenders who have been sentenced as adults for an eligible offense are eligible for consideration for community corrections placement.
- (2) Sentencing Standards - The time actually served in a community corrections program means the period of time between the placement of an offender in a community corrections program by a court and the date of any issuance of any capias or warrant for the offender for the violation of the terms of the court's order of sentence to community corrections, or until successful completion of the program per court order, expiration of sentence or discharge by the court.

Authority: T.C.A. Sections 40-36-105 and 40-36-106. **Administrative History:** Original rule filed December 30, 1986; effective February 13, 1987. Amendment filed March 8, 1993; effective June 29, 1993.

0420-2-2-.08 LOCAL COMMUNITY CORRECTIONS ADVISORY BOARD/COMMITTEE.

- (1) Establishment of Community Corrections Advisory Board/Committee.
 - (a) Funding may be granted to a county upon the establishment of a local community

corrections advisory board. Each community corrections advisory board shall serve the county(s) and be representative of all in its jurisdiction.

(b) When it is more cost-effective and feasible for one or more jurisdictions to join together, there may be one community corrections advisory board committee serving all the counties involved.

(c) A private agency is not required to establish a separate community corrections advisory committee. The agency's board of directors may serve as the advisory committee if it meets the membership requirements set forth in T.C.A. Section 40-36-201.

(2) Duties of Community Corrections Advisory Board/Committee.

(a) Each community corrections advisory board/committee shall be responsible for:

1. Performing the duties enumerated in T.C.A. Section 40-36-202.
2. Adopting written by-laws.
3. Adopting local program policies and procedures which conform to standards promulgated by the Department.
4. Adopting a table of organization designating lines of authority.
5. Reviewing potential bidders for offender services and making recommendations regarding sub-Grant Contracts which present no conflicts of interest with the community corrections advisory board/committee, county legislative body or community correction program staff.
6. Developing a public education program and implementing public information activities at a minimum of once per quarter which inform and educate the general public regarding the need for diversion of non-violent offenders from confinement and the benefits of these programs to the local community.
7. Conducting business in accordance with the Sunshine Act, T.C.A. Section 8-44-101 et seq.
8. A community corrections advisory board/committee shall not be responsible for determining individual offender eligibility or termination.

(3) Membership/Appointment of Board/Committee.

(a) Each community corrections advisory board/committee shall demonstrate that its membership represents a reasonable cross-section of the local population, including minority and female representation.

(b) The by-laws of the community corrections advisory board/committee shall be written and presented to each incoming member.

(c) At a minimum, a multi-jurisdictional community corrections advisory board/committee shall include at least one of each type of representative required by T.C.A. Section 40-36-201. There shall be a representative from each of the judicial districts being

served.

(4) Training of Community Corrections Advisory Board.

(a) The community corrections manager shall develop and conduct a local orientation program, approved by the Department of Correction, for each community corrections advisory board/committee and provide documentation of its orientation program.

(b) All community corrections advisory board/committees shall undergo in-service training as provided by the Grantee and the Department to keep board members up-to-date in the field of community corrections. Each program shall document training by incorporating the training curriculum into the board minutes and by providing an attendance sheet.

(5) Meetings of the Board and its Committees.

(a) At a minimum, each community corrections advisory board/committee shall meet on a monthly basis during the first three months of a new program and on a quarterly basis thereafter.

(b) Minimally, each board shall elect a chairperson, vice-chairperson and secretary.

(c) The program manager shall document all meetings. Each committee should meet a minimum of once per year, except for the executive committee which shall meet a minimum of twice per year.

(d) Each community corrections advisory board/committee should have the following committees:

1. *Executive Committee* - Conducts transactions of the board which need to be acted upon immediately or discusses issues which may jeopardize the public image of the unit/department (i.e., emergency budget modifications, behavior of clients or staff which may detrimentally affect the department). A report shall be given to the full board at its next regularly scheduled meeting.

2. *Finance Committee* - Reviews the proposed community corrections budget and makes a recommendation to the full board regarding its adoption.

3. *Public Education Committee* - Develops, conducts and monitors a public education program for the unit which informs and educates the public about the need for diversion.

4. *Program Committee* - Monitors the effectiveness of local community correctional services and makes recommendations to the full board regarding needed modification; along with the community corrections manager, reviews innovative community corrections programs in operation in the United States for potential replication; reviews and recommends potential subGrant Contracts for services to the full boards; reviews proposed program policies and procedures and makes recommendations to the full board regarding their adoption.

Authority: T.C.A. Sections 40-36-201 and 40-36-202. **Administrative History:** Original rule filed December 30, 1986; effective February 13, 1987. Amendment filed March 8, 1993; effective June 29, 1993.

0420-2-2-.09 APPLICATION PROCESS AND PROCEDURES.

(1) Subcontracts.

(a) Qualified private agencies may subcontract with the Grantee for the provision of specialized offender services. The Grantee is encouraged to utilize existing local human services providers for the treatment of offender needs. Subcontracts with qualified private agencies for the treatment, guidance, training or other rehabilitative services to individuals and families shall be written and shall outline the following:

1. Specifics of the services being purchased.
2. Agreed-upon rate of payment for the services.
3. Terms of the subcontract.
4. Conditions for subcontract termination.
5. Regular progress reports to ensure that the services agreed to are being provided.

(2) Community Corrections Application Development.

(a) Community corrections applications shall be developed in accordance with the Department's Administrative Policies and Procedures by each Proposer seeking community corrections funds.

(b) County-Operated - Each community corrections advisory board shall be involved in the development of the local community corrections plan and submit it to the county legislative body for approval prior to submission to the Department.

(c) Private-Agency Operated - Each agency's board of directors shall be involved in the development of the community corrections plan and formally approve it prior to its submission to the Department.

(3) Types of Programs Eligible for Funding - Community corrections funds shall only be used by the Grantee for sanctions and services which are consistent with the goals and mandates of the Tennessee Community Corrections Act. Funds shall be used only to expand existing services, to develop new/innovative services within the locality and State of Tennessee, and to renovate, acquire and operate a community residential facility.

(4) Restrictions on Act Funding.

(a) Community corrections funds shall not be utilized by the local unit of government or private agency to substitute for an already existing program funded by a local, state, or federal funding source.

(b) Construction, renovation, or operation of a county/municipal jail or state facility is not permitted with these funds.

(c) Salaries of state probation and parole officers shall not be funded by the Tennessee

Community Corrections Act.

(5) Application Process - Each Proposer shall apply annually to the Department for community corrections funding through a process described in the Department's administrative policies and procedures.

(6) Criteria for Allocation of Community Corrections Funds - The Department shall prescribe in its administrative policies and procedures the criteria to be used for evaluating applications and allocating community corrections funds.

Authority: T.C.A. Section 40-36-105. **Administrative History:** Original rule filed December 30, 1986; effective February 13, 1987. Amendment filed March 8, 1993; effective June 29, 1993.

0420-2-2-.10 PROGRAM STANDARDS. The department shall develop minimum program standards that govern the operation of all community correction programs.

Authority: T.C.A. Sections 40-36-106 and 40-36-302. **Administrative History:** Original rule filed December 30, 1986; effective February 13, 1987. Amendment filed March 8, 1993; effective June 29, 1993.

0420-2-2-.11 FINANCIAL STANDARDS.

(1) Uniform Accounting System.

(a) Each Grantee shall establish and maintain a uniform accounting system as prescribed by the State's Comptroller of the Treasury and the Department. Each Grantee shall administer their financial affairs in accordance with generally accepted accounting practices.

(b) Recipients shall account separately for community corrections funds.

(c) Victim restitution funds shall be accounted for separately.

(2) Auditing Requirements.

(a) Each Grantee shall cooperate with the State's Comptroller of the Treasury and the Department in any or all audits of all books of accounts and financial records.

(b) An audit of all financial records and books of accounts shall be conducted annually and completed within nine months after the end of the grant year. Each Grantee shall be audited by a licensed independent accountant selected by the Board and approved by the Comptroller. One copy of each audit shall be furnished to the board, the Department and Comptroller of the Treasury, and made available to the press.

(c) The Comptroller of the Treasury shall insure that audits are prepared in accordance with the generally accepted governmental auditing standards and determine if the audits meet minimum audit standards prescribed by the Comptroller. No audit may be accepted as meeting the requirements of this section until approved by the Comptroller.

(3) Local Responsibility for Administration of Funds. The Proposer shall designate one fiscal agent who is responsible for the administration of all community corrections funds. In

multi-jurisdictional programs, one fiscal agent shall serve all counties involved.

(4) Method of Payment.

(a) Community corrections funds shall be granted through a written formal Grant Contract on an annual basis in a form prescribed by the Commissioner and approved by the Comptroller.

(b) Each new Grantee may receive up to 15% of its yearly grant at the beginning of the grant year and thereafter on a monthly reimbursement basis after the receipt and approval of a Application for funds invoice, program monitoring report(s) and a financial monitoring report. The Department may readjust the monthly allocation of funds if a surplus exists within the Grantee's budget.

(5) Allocation of Funds. All funds, including interest earned and supervision fees, shall only be used for eligible offenders and services. Any funds not spent by the recipient shall be reported to the Department at the end of the fiscal year. These unspent funds, along with any supplemental funding provided by the Tennessee General Assembly, may be used at the discretion of the Commissioner for eligible offenders and services.

(6) Financial Monitoring System.

(a) Each participant shall participate in the statewide financial monitoring system as set forth by the Commissioner in administrative policies and procedures. Each participant shall prepare and submit all reports required by the Department on a timely basis.

(b) Each fiscal agent shall establish and maintain a financial monitoring procedure which will provide the financial information required by the Department and the Comptroller of the Treasury.

(c) The fiscal agent and/or designee shall be responsible for approving all financial expenditures and for providing required financial reports to the Grantee and the Department.

(d) The Grantee shall maintain financial records for a minimum of three years.

(7) Withdrawal.

(a) Any participant can withdraw from participation in the program established by the Tennessee Community Corrections Act with written authorization of the county legislative body or board of directors after written notification is given to the Commissioner during the fourth quarter of the grant year. Recipients who Application withdrawal shall be terminated on the last day of the grant year.

Authority: T.C.A. Sections 40-36-303, 40-36-304, and 40-36-305. **Administrative History:** Original rule filed December 30, 1986; effective February 13, 1987. Amendment filed March 8, 1993; effective June 29, 1993.

0420-2-2-.12 PERFORMANCE CRITERIA.

(1) Conditions of Compliance.

(a) In order to remain eligible for continued grant funding through the Tennessee Community Corrections Act, the grant recipients shall:

1. Demonstrate compliance with mandatory state rules, standards and administrative policies and procedures as evaluated annually by the department. Programs may receive a waiver from a specific standard (not rules) only with official written approval from the department. Such waivers shall be for a specific period of time not to exceed twelve months.
2. Demonstrate compliance with the goals outlined in rule 0420-2-2-.06.
3. Demonstrate that the per capita cost per community corrections client is less than the cost of state or local incarceration and is an effective and efficient use of such funds.
4. Demonstrate achievement of the required functions of each community corrections advisory board/committee as outlined in rule 0420-2-2-.08.
5. Demonstrate that the profiles of offenders served in community corrections resemble those who would have been incarcerated rather than placed on regular probation.

(2) Statewide Evaluation and Monitoring.

(a) Each recipient shall participate in a statewide evaluation of the Tennessee Community Corrections Act, including the rules and standards covering community corrections.

(b) The Department shall establish and operate a statewide management information system to monitor the effectiveness of community corrections by participating counties and private agencies. Each program shall participate in the management information system as required by the department.

(3) Conditions of Non-Compliance.

(a) A recipient shall be subject to withdrawal of community corrections funds by the Tennessee Department of Correction when it is in violation of one or more of the following:

1. The Community Corrections Act, T.C.A. §40-36-101 et seq.
2. The written formal grant agreement.
3. Tennessee Department of Correction Rules.
4. Administrative Policies and Procedures.
5. Program Standards.

(b) If the Commissioner determines that there are reasonable grounds to believe that a Grantee is not in compliance, the Grantee shall:

1. Receive written notice of non-compliance from the Commissioner.
 2. Within 30 days of receipt of written notice, prepare and submit an action plan to describe the actions to be taken by the Grantee to correct deficiencies.
 3. After approval by the Commissioner, the Grantee has 45 days to correct deficiencies.
 4. The Commissioner may suspend any part or all of the funding, if the deficiencies are not corrected within 45 days from the approval of the action plan, or if no satisfactory action plan is submitted within 30 days from receipt of written notice.
- (c) Distribution of community corrections funds can be temporarily suspended until compliance is achieved or there may be termination of funds at the discretion of the Commissioner.

Authority: T.C.A. Sections 40-36-105, 40-36-303, 40-36-304 and 40-36-305. **Administrative History:** Original rule filed December 30, 1986; effective February 13, 1987. Amendment filed March 8, 1993; effective June 29, 1993.

0420-2-2-.13 REPEALED.

Authority: T.C.A. Sections 40-36-105, 40-36-303, 40-36-304 and 40-36-305. **Administrative History:** Original rule filed December 30, 1986; effective February 13, 1987. Repeal filed March 8, 1993; effective June 29, 1993.

Attachment 6.7 PRO FORMA GRANT CONTRACT (GR MODEL FOR NON-PROFIT ENTITIES)

The *pro forma* Grant Contract detailed in following pages of this exhibit contains some “blanks” (signified by field descriptions in capital letters) that will be completed with appropriate information in the final Grant Contract resulting from the RFGP.

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
Tennessee Department of Correction

and
Grantee Legal Name.

This Grant Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the “State” or “TDOC” and Grantee Legal Name., hereinafter referred to as the “Grantee,” is for the provision of Community Correction Supervision Services, as further defined in the “SCOPE OF SERVICES.”

The Grantee is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Grantee Place of Incorporation or Organization: **Location**

Grantee Edison Vendor ID # **Number**

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide all services and deliverables (“Scope”) as required, described, and detailed in this Grant Contract.
- A.2. The Grantee or grantee subcontractor will provide a substance abuse treatment program for non-violent felony offenders as part of an alternative to incarceration and as described in the Tennessee Department of Correction (TDOC) Community Correction and Substance Abuse Treatment Request for Grant Proposals (RFGP), which resulted in this agreement and is incorporated hereto by reference.
- A.3. The Grantee shall comply with and perform all services, functions, and requirements detailed in the Grantee’s proposal submitted in response to the TDOC Community Correction and Substance Abuse Treatment Services Request for Grant Proposals (RFGP) that resulted in this agreement. Said Grantee proposal is incorporated hereto by reference.
- A.4. The Grantee shall operate in accordance with the mandates of the Tennessee Community Corrections Act of 1985 incorporated hereto by reference, Community Corrections Administrative Regulations incorporated hereto by reference and the Community Corrections Program Standards as may be revised. A copy of the Community Corrections Standards can be found on the TDOC web site: <http://tn.gov/assets/entities/correction/attachments/CommunityCorrectionsStandards.pdf>
Failure to comply with said Standards may be considered grounds for grant contract termination by the State.
- A.5. The Grantee shall operate in accordance with the State’s standards of supervision as may be revised, which are available at:
<http://tn.gov/assets/entities/correction/attachments/CommunityCorrectionsStandards.pdf>.

State Supervision Standards are also available through the TDOC.

- A.6. The Grantee shall assist their local Community Correction Advisory Board (or board of directors) in accomplishing the duties outlined in TCA 40-36-202 and as described in the State’s Community Correction Program Administrative Regulations and Standards.

- A.7. The Grantee shall cooperate with the State in its oversight, evaluation and monitoring of all grant funded programs and financial expenditures including all on-site visits by State staff and/or their designee(s) as well as providing any information or documentation requested in writing by the State in a timely manner. State Oversight shall be carried out in keeping with operational and financial policies. Monitoring shall be carried out in keeping with monitoring instruments created by the State (RFP Attachment 6.12) and as may be revised during the term of the grant contract.
- A.8. Program Components:
- A.8.1 The Grantee shall provide a range of local sanctions and/or services for felony offenders at sentencing beyond what is presently available for the judge or TDOC in the jurisdiction, in accordance with all Community Corrections Program Standards. (A copy of the current Community Corrections Standards may be requested from the State Community Corrections Program Division or from the Tennessee Department of Correction Web site: <http://tn.gov/assets/entities/correction/attachments/CommunityCorrectionsStandards.pdf>)
- A.8.2 The Grantee shall use best effort to reduce admissions to incarceration from local communities by focusing on substance abuse treatment, to the greatest extent possible, based on funded resources. The goal of the program shall be to reduce the probability of continued criminal behavior and to increase safety to the community.
- A.8.3 The Grantee shall provide the following program services at the Grantee's location. Program services may include one (1) or a combination of the following services:
- A.8.3(a). **Supervision** - Based on the level of supervision, offender supervision shall include at a minimum one face-to-face contact in the office and one (1) home visit every ninety (90) days to a maximum of twice weekly face-to-face contacts and one (1) home visit every thirty (30) days unless otherwise approved by the State Community Corrections Director.
- A.8.3(a).1. The Grantee shall use best effort to maintain a minimum Active caseload level of (_0_) cases.
- A.8.3(a).2. The Grantee shall use best effort to receive not less than (_0_) new offenders from the courts during the terms of the contract.
- A.8.3(a).3. The Grantee further agrees to use best effort to receive a minimum of (_0_) new offenders from the court and a minimum of (_0_) new each quarter.
- A.8.3(a).4. Grantees providing Supervision of offenders shall supervise no more than (_0_) offenders.
- A.8.3(b). **Residential Programs** – Residential programs shall include, but are not limited to, detoxification centers, community residential restitution centers for non-violent offenders and probation/parole violators, and community residential treatment centers for special need offenders and probation/parole violators.
- A.8.3(b).1. The Grantee shall agree to receive offenders from other Community Corrections programs and the Tennessee Department of Correction for an average daily Minimum census of (_0_) at the end of each quarter.

A.8.3(b).2. Any Grantee providing residential programs must be licensed by the State of Tennessee.

A.8.3(c). **Day Reporting Center Programs** - Non-residential reporting center services shall include, but are not limited to, job readiness skills, substance abuse treatment, and group counseling services for special need offenders and probation/parole violators.

A.8.3(c).1. The Grantee shall **use best effort** to receive a minimum of (_0_) new offenders from the courts, a minimum of (_0_) offenders from the TDOC, and a minimum of (_0_) offenders from other Tenn. Community Corrections programs during the term of the contract.

A.8.3(c).2. The Grantee further agrees to **use best effort** to receive a minimum of (_0_) new offenders from the court, (_0_) from Probation and Parole and (_0_) from Community Corrections during the term of the Grantee's contract each quarter.

A.8.3.(d). **Substance Abuse treatment Services providers must be licensed by the State of Tennessee, and could provide services including but not limited to:**

- A.8.(d).1 assessment/screening/
- A.8.(d) 2 intervention
- A.8.(d) 3 referral to treatment
- A.8.(d) 4. Treatment plan
- A.8.(d) 5. Detox and medically managed withdrawal
- A.8.(d) 6. **pharmacotherapies**
- A.8.(d) 7. Cognitive Behavioral therapies
- A.8.(d) 8. Behavioral contracting
- A.8.(d) 9. Drug testing/monitoring
- A.8.(d) 10. Exercise
- A.8.(d) 11. Individual therapy
- A.8.(d) 12. Group therapy
- A.8.(d) 13. Other necessary issues/needs

A.8.3.(d) 14. If the Grantee elects to subcontract these services, subcontractors shall comply with all applicable State policy, rules and standards.

A.8.3.e. The Grantee shall be prepared to implement and use the validated risk-needs assessment designated by the State for offender risk and needs assessment as of the start date of this contract. Assessment instrument training shall be provided to the Grantee by the State.

A.8.3.(f). Cognitive Based Programming

A.8.3.(f).1. Grantee must provide the evidence-based cognitive behavior programs **designated by the State** which address the criminogenic needs of the offender as identified by the Department's validated risk/needs assessment.

A.8.3.(f).2. The Grantee shall provide the following evidence-based cognitive-behavioral programming services:

- a. Prepare the material and curriculum for classes in advance
- b. Facilitate program classes to offenders assigned to the program.

Assist offenders in developing skills in examining their ways of thinking, demonstrating pro-social attitudes and behaviors.

- c. The Grantee shall use the evidence-based cognitive-behavioral programming used under the previous grant contract only until directed by the State to change to different programming. The State will provide Grantee staff training to facilitate the change to the new programming.

A.8.3.(f).3. The Grantee shall facilitate the evidence-based cognitive-behavioral program as determined by the State:

- a. Classes shall be offered during both day and evening shifts based on Grantee schedule.
- b. The Grantee shall work with the TDOC to ensure that all Grantee staff are adequately trained to conduct the necessary programming. Such training will be developed and provided by the TDOC. TDOC shall determine what training is required for Grantee staff.
- c. Facilitate evidence-based cognitive behavior classes to offender(s) assigned to the program.

A.8.3.(f).4. The Grantee shall assist the State in tracking Program participants on the State's offender management system of record, either TOMIS or any other TDOC OMS and by any other electronic means provided by the State:

- a. Name, age, race, TDOC number, sex, county of conviction, offense, and sentence length.
- b. Services received by participants.
- c. Program completion rate of participants.

A.8.3.(f).5. The Grantee shall provide the following Career Development services to participants:

- a. Administer the free O*NET Interest Profiler (incorporated hereto by reference) and interpret its results to each participant.
- b. Based on the results of the O*NET Interest Profiler (incorporated hereto by reference) the Grantee shall assist offenders in developing an employment portfolio which shall include the following:
 - Current master resume
 - Master job application
 - Job search plan
 - Career development plan (established long and short term goals with corresponding action steps)
- c. Facilitate employment readiness and career exploration workshops.
- d. Establish and oversee a career resource center for participants to act as a self-help, one-stop shop for using computers for employment portfolio development and job search.

A.9. The Grantee shall meet the minimum standards detailed in contract section A.8., et seq., above, each consecutive three (3) calendar month period during this Grant Contract.

A.10. The Grantee shall maintain a cumulative Offender Profile Index (OPI) of not less than 3.0, in each consecutive three (3) calendar month period during this Grant Contract.

A.11. The Grantee shall use best effort to successfully complete the current supervision term for a minimum of sixty percent (60%) of Community Corrections Offenders.

A.12. The Grantee shall use best effort to ensure that the felony conviction rate for offenders who have successfully completed their behavioral contract and had successful closure within community corrections does not exceed ten percent (10%) one (1) year after completion.

A.13. The Grantee shall use best effort to achieve a recidivism rate of no higher than ten (10) percent.

A.14. Staffing

- A.14.(a). No Community Corrections Substance or Abuse Treatment manager shall be involved in the management or supervision of any other state or non-grant community

Corrections program without written approval from the State Director of Community Corrections or his/her designee. When requesting written approval, the following information shall be provided:

1. Name, location, and type of program.
2. The working hours of the program.
3. Hours of time which you will be managing/supervising or serving as a consultant to the program.
4. Describe relationship, if any, which you may have with the program such as, but not limited to, sole proprietor, partnership, or stockholder.

A.14.(b) Resumes for Community Corrections Program Manager or Substance Abuse Treatment Program Manager candidates must be submitted to the State for review and written approval by the State before an employment offer can be made to the candidate.

A.14.(c). All employees of the Grantee shall not exceed ten (10) hours, or more, of additional employment a week outside the agency without first obtaining prior written permission from the agency manager or his/her designee and the TDOC. Any outside employment shall be maintained on file and available for review.

A.14.(d). Substance abuse treatment services shall be delivered by licensed alcohol and drug treatment personnel possessing one of the following qualifications: LADAC, ICRC-AODAC, NAADAC I, II, or NAADAC Master Level certification.

A.14.(e). Mental health treatment services shall be provided at minimum by Qualified Mental Health Professionals (QMHP) possessing one of the following qualifications: a licensed Psychological Examiner, licensed professional counselor with mental health services provider designation, or other individual who is professionally licensed/certified as a therapeutic professional, or Mental Health Program Specialist having a Master's Degree in the behavioral sciences. Treatment services provided by a QMHP shall be supervised by a Licensed Independent Mental Health Professional (LIMHP) possessing one of the following qualifications: a Licensed Psychiatrist, Advanced Practical Nurse (APN), Psychologist with health service provider designation, Senior Psychology Examiner, or Licensed Clinical Social Worker. LIMHP personnel shall meet all educational competency and licensure/certification criteria mandated by their regulatory boards.

A.14.(f). Grantees may not hire or engage health services providers who do not possess the required credentials specified in RFP 32952-13003 at the time of hire or engagement. Under **no** circumstances will the State reimburse the Grantee for providing supervision and or oversight until the provider acquires the required credentials.

A.14.(g). Evidence-based cognitive based programming demonstrated to impact recidivism shall be delivered by a Case Officer 1, 2, 3, or other qualified treatment staff that are certified to facilitate approved programming.

A.14.(h). No new staff shall be hired by Grantee to provide treatment for offenders who has not met the treatment provider experience and or educational requirements specified in the rules of the Board of Alcohol and Drug Abuse Counselors 1200-30-01 or as specified in sections A.16.d and A.16.e. above.

- A.14.(i). The Grantee will have fingerprint-based background checks performed by the vendor designated by the State, to perform background checks on all staff either directly or indirectly involved in offender supervision.

The results of the fingerprint-based background checks on grantee employees will be forwarded to the requesting Community Correction Grantee Agency, by completing a TDOC Community Corrections Employee Criminal History Result form. Copies of the Criminal History Results forms must also be sent to the Community Corrections Administrator at TDOC's Central Office and included with the grantee's next reimbursement invoice submitted to TDOC Fiscal. The requesting Community Correction Grantee Agency shall maintain a copy of the form that was provided in its files. At no time shall the actual criminal history check results be shared with anyone outside the TDOC. All questions shall be forwarded to the Community Correction Administrator.

- A.14.(j). Candidates for employment identified as felons during the fingerprint-based background checks shall not be hired for **any** position either directly or indirectly involved in the supervision of offenders. Felons being found to be in positions involved either indirectly or directly with the supervision of offenders is grounds for immediate termination of the grant contract.

- A.14.(k) The Grantee will notify the State in writing within no more than forty-eight (48) hours when either a Grantee executive, Community Corrections Program Director, staff member involved in the Grantee's financial operations or a non-Grantee staff member with fiduciary responsibility leaves Grantee employment either voluntarily or involuntarily. If there are allegations of financial impropriety on the part of the departing employee, the reason must be included in the written notice.

- A.14.(l)(1). The Grantee may seek prior written approval from the State to use temporary employees to fill staff positions. All such requests concerning temporary employees shall be considered by the State on a case-by-case basis. In any and all approved circumstances, temporary employees shall be treated in accordance with all State and Federal employment regulations. officer

- A.14.(l)(2). Temporary employees must undergo all required TDOC New Employee Orientation (NEO), pre-employment and annual training.

- A.14.(l)(3). Under no circumstances, may a temporary employee be considered for a case officer position or the program manager position.

- A.14.(m) Grantee staff are not authorized by the State to conduct searches of the person or domiciles of persons sentenced or assigned to Community Corrections.

- A.15. The Grantee shall notify the State's Director of Community Corrections within 48 hours of receiving notice that a lien or levy has been filed against grantee assets by any county, State or Federal body with taxation/lien/levy authority.

- A.16. The Grantee shall fill no personnel position included in the approved Budget or at a salary higher than the approved Budget, without prior written approval from the State.

- A.17. If a Grantee has sufficient equity to give one-time staff raises or make a one-time purchase using equity, the Grantee may request permission in writing to TDOC's Director of Fiscal and Budget or designee to do so. Such bonuses may be any amount up to \$1,000.00 and are not dependent on the employee's length of service with the grant agency. Payroll savings cannot be used for ongoing raises extending beyond June 30th of a particular grant contract term year.

- A.18. Grantee staff use of annual, sick and personal leave (and reimbursement by the State) must be in keeping with **written** Grantee personnel policy AND must comply with all applicable Community Corrections policy, rules and regulations. State reimbursement for leave not taken in compliance with Community Corrections rules and policy may be denied.
- A.19. The Grantee, if providing supervision or Day Reporting center services, shall collect fifteen dollars (\$15.00) per month from each offender serving a sentence under the Grantee's community corrections supervision.
- a. In each annual period of this Grant Contract, the Grantee shall expend the total amount collected pursuant to this section in the performance of this Grant Contract, and said expenditures shall not be deemed allowable cost reimbursable under this contract.
 - b. The Grantee shall report the total amount collected and expended pursuant to this section in each annual grant disbursement reconciliation report (required by Grant Contract Section C.7.). The maximum total amount reimbursable by the State for each annual period pursuant to this Grant Contract shall be reduced by the amount of any Grantee failure to collect and expend the funds required by this section and the Grant Budget (as the Grantee Match Requirement).
 - c. If a Grantee makes staff changes resulting in either an increase or a reduction in the number of case carrying officers on its salary detail, the dollar amount of fees to be collected from offenders will be recalculated, with the new amount documented on the salary detail and in monthly reimbursement requests.
- A.20. The Grantee shall submit, to the TDOC, in a format approved by TDOC, an annual cost allocation plan. The Grantee shall notify TDOC in writing of any changes in the Grantee's cost allocation plan. All requests for an amendment to the Grantee's cost allocation plan shall be submitted and approved in writing by TDOC prior to implementation.
- A.21. Records Management
- A.21.(a) The Grantee shall submit to TDOC Community Corrections Division all required monthly statistical reports by the 15th calendar day of each month. If the Grantee relies on an external information system (such as government or agency-wide) for its reports and cannot submit said reports by the 15th calendar day of each month, the Grantee may request, in writing, a seven (7) calendar-day waiver from the Director of the State's Community Corrections Division.
- Monthly reports shall include, but are not limited to:
1. Offender Intake
 2. Offender Termination
 3. Offender Transfer
 4. Monthly Statistical Report
 5. Day Reporting Center Monthly Report (Day Reporting Centers only)
 6. Residential Center Monthly Report (Residential Centers only)
 7. Offender Participation Report
- A.21.(b) The Community Corrections Report of Expenditures (reimbursement request) shall be sent to the State's Fiscal Division.

- A.21.(c). The Grantee shall secure and maintain, at their own expense, an Internet Service provider (ISP) that supports Internet Explorer for access to the State's network. The Grantee's Internet connection must support Host On Demand for access to the State's Offender Management ~~Information~~ System of record. The web browser (Internet Explorer) must also support a current version of Transport Layer Security (TLS) with at least 128-bit encryption to enable access to the TOMIS or any other TDOC OMS web application. The Grantee will be responsible for use of a browser and terminal emulation services that meets the requirements to interface successfully if the State migrates to a new Offender Management System. The Grantee will be responsible for all costs for access to the State network including desktop hardware and software, ISP service fees, and any other fees associated with access.
- A.21.(d) The Grantee shall have sole responsibility for its agents and assigns workstation maintenance including, but not limited to, service packs, security bulletins, and security patches.
- A.21.(e). The Grantee shall agree to use the Tennessee Offender Management Information System of record (TOMIS) as the official record repository for all statistical information for Community Corrections and treatment offender tracking and record keeping. The Grantee understands that no other information will be accepted. All TOMIS entries shall be made in a timely manner.
- A.21.(f). The Grantee shall agree to update and maintain all offender information entered into TOMIS accordance with Community Corrections Program Standards.
- A.21.(g) The State retains ownership of all offender supervision, treatment, programming, educational, community service, and any and all other offender tracking records, expenditure and program administration records. If a grantee elects to withdraw from the grant program, all such records MUST be provided to the State in a format and timeframe determined by the State.
- A.22. Licensed treatment professionals providing treatment to offenders under Community Corrections Supervision may transmit Protected Health Information to TDOC's Community Corrections staff by one of the following methods:
- a) United States Mail
 - b) By fax
 - c) By hand delivery
 - d) By a State-approved secure HIPAA/42CFR-compliant platform including but not limited to TN-WITS.
- A.23. **Prison Rape Elimination Act (PREA).**
- a) Grantee agrees to abide by the 2003 Prison Rape Elimination Act, 42 U.S.C, 15601 through 15609 (PREA), and Title 28 CFR Part 115, as delineated in TDOC Policy #502.06 as may be updated from time to time.
 - b) Grantees providing residential community corrections programs will procure the services of a certified PREA auditor, who shall perform a PREA compliance audit. Such audit shall be performed once during the term of this grant contract. Final audit results shall be transmitted in writing to the Director of Community Corrections upon receipt by the Grantee from the procured auditor.
- A.24. All goods and/or services procured through State funds by the Grantee shall be for the sole purpose of use by the Community Corrections or Treatment Services Program and shall not be shared with a related

or non-related Community Corrections Program without the prior written approval from the Tennessee Department of Correction.

- A.25. The Grantee **shall** submit in writing any proposed office lease agreement for review and written approval of the State **prior** to taking occupancy or making any modifications to proposed leased space, related or non-related to Community Corrections or Treatment Services Program. Any existing sub-leases must be filed with the State with full details of lease arrangements and any corresponding exhibits or appendices. Monthly payments for any lease agreements not pre-approved in writing by the State will **not** be eligible for reimbursement by the State.
- A.26. Under no circumstances, will the State reimburse rental expenses for property used by a Community Corrections or Treatment Services Agency when the relevant property is owned by an employee (or a member of the employee's family) of the Community Corrections Agency and whose salary is paid from the Grant Contract.
- A.27. Land or building acquisition will not be allowed under this grant without prior written approval of the State. The Grantee agrees that it will not enter into any agreement that purports to create an interest in real property (i.e. a rental agreement) until said rental agreement is approved in writing by the Commissioner of the Tennessee Department of Correction or his/her designee.
- A.28. The Grantee will notify the State in writing within no more than forty-eight (48) hours when a vehicle purchased with State funds is involved in a motor vehicle accident. If insurance monies are issued to the grant agency for a vehicle that is totaled, all such funds shall be returned to the State. The Grantee may NOT use insurance reimbursement funds to purchase a replacement vehicle as referenced in Section D.27.
- A.29. **Incorporation of Additional Documents.** Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal including all attachments and appendices (Attachment Reference), incorporated either by reference or by attachment to elaborate supplementary scope of services specifications.
- A.30. The Grantee warrants to the State that it will cooperate with the State in the course of performance of the Grant contract so that both parties will be in compliance with State of Tennessee's Enterprise Security Policies requirements and any other state and federal computer security regulations including cooperation and coordination with the State's Strategic Technology Solutions Team and other compliance officers required by its regulations. The Enterprise Security Policies can be found on the State's public website at:
<http://tn.gov/finance/topic/sts-security-policies>
- A.31. Sensitive non-capital assets which do not meet the State's thresholds for financial reporting purposes, as defined by State of Tennessee Department of Finance and Administration Policy 32 (Attachment Five,) purchased by Grantees with grant funding, shall be inventoried, maintained, controlled and placed in surplus in keeping with Policy 32 (Pro Forma Contract Attachment Four).

- A.32. Capital assets must be inventoried, maintained, controlled and placed in surplus in keeping with Policy 33 (Pro Forma Contract Attachment Four) and the State of Tennessee Capital Asset Guide.
- A.33. Grantees who do not possess a tax-exemption certificate issued by the Tennessee Department of Revenue will not be eligible to request reimbursement from the State for the payment of sales taxes.
- A.34. The Grantee may use the offender transit network provided to the State. If the Grantee elects to use the transit network, the Grantee agrees to the following:
- a. To spend all funds already budgeted for offender transit BEFORE using transit network services. Offender transit network funds cannot supplant any existing state or federal funding received or any state or federal funding anticipated by the Grantee.
 - b. To abide by all governing agreements between the Tennessee Department of Correction and the subcontracting transit agencies under which the offender transit network services are provided. Said agreements are herein incorporated by reference, and are available from the Tennessee Department of Correction.
 - c. To abide by the 2020-2022 contract(s) between the Tennessee Department of Correction and the Tennessee Department of Finance and Administration under which the offender transit network services are funded. Said contracts are herein incorporated by reference, and are available from the Tennessee Department of Correction.
 - d. If an audit finding reveals that either federal or state funds have been supplanted by use of transit network funding, the Grantee can be found in non-compliance with the terms of the contracts incorporated in sections b and c above. If a Grantee is found to be non-compliant, Grantee access to transit network services can be discontinued by the State.
- A.35. Where a term in any attachments to the Grant Contract differs from that stated in the Grantee's Grant Contract, the Grant Contract term shall control.
- A.36. Security Requirements
- a. The Grantee shall encrypt workstation and laptop devices that contain offender information.
 - b. The Grantee shall keep workstations and laptops containing offender information up-to-date with OS patches and version releases.
 - c. The Grantee shall run antivirus software on workstations and laptops containing offender information.
 - d. At the end of the contract term, the Grantee shall sanitize/destroy media containing offender information in accordance with NIST Special Publication 800-88.
- A.37. Goods and services furnished by the vendor under this procurement must be in compliance with the accessibility standards set forth in 28 CFR § 35.160 as to persons with disabilities and their accommodation needs with respect to being able to communicate effectively with others.

B. TERM OF GRANT CONTRACT:

- B.1. This Grant Contract shall be effective on July 1, 2020 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Grantee prior to the Effective Date.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event,

however, shall the maximum Term, including all renewals or extensions, exceed a total of thirty-six (36) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Dollars (\$0,000,000). The Grant Budget, attached and incorporated herein as a part of this Grant Contract as Attachment One, shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee. The maximum annual liability of the State under this grant for each respective year of the grant is as follows:

July 1, 2020 - June 30, 2021	\$00.00
July 1, 2021 - June 30, 2022	\$00.00

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology – Partial Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. The amount of **Written Dollar Amount (\$Number)** shall be paid to the Grantee in advance upon approval of this Grant Contract. Then, upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Grantee shall submit invoices for payment prior to any additional reimbursement of allowable costs. The total of all payments to the Grantee shall not exceed the Maximum Liability of this Grant Contract.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Rachel Jackson Building
Fiscal Services, Third Floor
320 Sixth Avenue North
Nashville TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Correction, Division of Community Corrections.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
- ii. The amount reimbursed by Grant Budget line-item to date.
- iii. The total amount reimbursed under the Grant Contract to date.
- iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving details supporting such request, provided that such revisions do not result in funding for line item that was previously funded at zero dollars (0.00) and do not increase the total grant amount. Grant budget line-item revisions may not be made without prior, written, approval of the State in which the terms of the approved revisions are explicitly set forth. Any such approval shall be superseded by a subsequent revision of the Grant Budget by contract amendment, and any increase in the total Grant amount shall require a contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in

accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.
- C.12. State's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or any other contract between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the

Comptroller of the Treasury).

- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Grant Contract.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

The Grantee acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Lisa Helton, Acting Assistant Commissioner, Community Supervision
Tennessee Department of Correction
320 Sixth Avenue North
Nashville TN 37243
Lisa.Helton@tn.gov
Telephone # (615) 532-8129

The Grantee:

Grantee Contact Name & Title
Grantee Name
Address
Email Address
Telephone # Number
FAX # Number

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and

applicants, notices of nondiscrimination.

- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards*.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the

State, and the State is a pass-through entity.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment Two to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment Two shall complete Attachment Three. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public. The Grantee shall also submit a copy of the Notice of Audit Report, Parent Child Form, and audit report to the State via the contact listed in D.8.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55,

Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of,

or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grant Grantee by the State or acquired by the Grant Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grant Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grant Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grant Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Insurance. Grantee shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Grantee's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Grantee loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Grantee shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Grantee agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self-insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the

Grantee's sole responsibility. The Grantee agrees that the insurance requirements specified in this Section do not reduce any liability the Grantee has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Grantee shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Grantee shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Grantee shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Grantee shall provide the State evidence that all subgrantees maintain the required insurance or that subgrantees are included under the Grantee's policy. At any time, the State may require Grantee to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Grantee self-insures, then a COI will not be required to prove coverage. Instead Grantee shall provide a certificate of self-insurance or a letter, on Grantee's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses.

The State agrees that it shall give written notice to the Grantee as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Grantee of its obligations under this Section to the extent that the Grantee can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Grantee or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Grantee; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Grantee arising under this Contract. The Grantee shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability ("CGL") Insurance

- 1) The Grantee shall maintain CGL insurance, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations, products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Grantee shall maintain single limits not less than **one million dollars (\$1,000,000)** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Grantees statutorily required to carry workers' compensation and employer liability insurance, the Grantee shall maintain:
 - i. Workers' compensation in an amount not less than **one million dollars (\$1,000,000)** including employer liability of one million dollars **(\$1,000,000)** per accident for bodily injury by accident, **one million dollars (\$1,000,000)** policy limit by disease, and **one million dollars (\$1,000,000)** per employee for bodily injury by disease.
- 2) If the Grantee certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Grantee shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Grantee employs fewer than five (5) employees;
 - ii. The Grantee is a sole proprietor;
 - iii. The Grantee is in the construction business or trades with no employees;
 - iv. The Grantee is in the coal mining industry with no employees;
 - v. The Grantee is a state or local government; or
 - vi. The Grantee self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Grantee shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Grantee shall maintain bodily injury/property damage with a limit not less than **one million dollars (\$1,000,000)** per occurrence or combined single limit.

d. Professional Liability Insurance

- 1) Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis then:

- i. The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Grantee must purchase “extended reporting” or “tail coverage” for a minimum of five (5) full years from the date of the final Contract payment.
 - 2) Any professional liability insurance policy shall have a limit not less than **one million** dollars (\$1,000,000) per claim and **two million** dollars (\$2,000,000) in the aggregate; and
 - 3) If the Contract involves the provision of services by medical professionals, a policy limit not less than **three million** (\$3,000,000) per claim and **three million** dollars (\$3,000,000) in the aggregate for medical malpractice insurance.
- e. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance
- 1) The Grantee shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Grantee’s profession in an amount not less than **ten million dollars (\$10,000,000)** per occurrence or claim and **ten million dollars (\$10,000,000)** annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
 - 2) Such coverage shall include data breach response expenses, in an amount not less than **ten million dollars (\$10,000,000)** and payable whether incurred by the State or Grantee, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.
- f. Crime Insurance
- 1) The Grantee shall maintain crime insurance, which shall be written on a “loss sustained form” or “loss discovered form” providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an

extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.

- 2) Any crime insurance policy shall have a limit not less than **one million dollars (\$1,000,000)** per claim and **one million dollars (\$1,000,000)** in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than **two hundred and fifty thousand dollars (\$250,000)**. This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Grantee shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential information under state or federal law shall be considered "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.4. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

E.5. State Furnished Property. The Grantee shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Grantee's temporary use under this Grant Contract. Upon termination of this Grant Contract, all property furnished by the State shall be returned to the State in and the same condition as when received, less ordinary wear and tear. Should the property be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the residual value of the property at the time of loss.

E.6. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.

E.7. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E. 8. Grantee Participation. Grantee Participation amount(s) detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget

column, "Grant Contract."

E.9. Disclosure of Personally Identifiable Information. The Grantee shall report to the State any instances of unauthorized disclosure of personally identifiable information that come to the attention of the Grantee. Any such report shall be made by the Grantee within twenty-four (24) hours after the instance has come to the attention of the Grantee. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this section are not exclusive and are in addition to any claims or remedies available to the State under this Grant Contract or otherwise available at law.

IN WITNESS WHEREOF,

GRANTEE LEGAL ENTITY NAME:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

Tennessee Department of Correction:

Tony Parker, Commissioner

DATE

**PRO FORMA GRANT CONTRACT
DRAFTED IN COMPLIANCE WITH CURRENT APPLICABLE MODEL POLICY**

GRANT BUDGET

(BUDGET PAGE 1)

GRANT BUDGET				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:		BEGIN: July 1, 2020	END: June 30, 2021	
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT GRANT CONTRACT	GRANTEE MATCH ³	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy ² , Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11, 12	Travel, Conferences & Meetings ²	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals ⁵	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost ⁴	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
n/a	Grantee Match Requirement pursuant to Grant Contract Section A.15. ³	(0.00)	0.00	(0.00)
25	GRAND TOTAL	0.00	0.00	0.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

² Applicable detail attached if line-item is funded.

3 A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Grant Contract, as detailed by the "Grant Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

4 Indirect costs which are in excess of 20 percent of total direct costs or \$100,000.00 whichever is less will not be allowed.

⁵ If agency is budgeting a particular amount under the budget line item specific assistance to individuals for offender transportation, said amount should be broken out under a budget line item detail. This amount must be expended for the intended purpose before the agency can make use of services provided through TDOC's offender transit network grant-funded Grant Contract with the Tennessee Department of Finance & Administration's Office of Criminal Justice Programs.

GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 2)

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	AMOUNT
TOTAL	AMOUNT

OCCUPANCY	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

INTEREST	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

Travel	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

DEPRECIATION	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

OTHER NON-PERSONNEL	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount

	TOTAL	Amount
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CAPITAL PURCHASE	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

GRANT BUDGET				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: July 1, 2021 END: June 30, 2022				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT GRANT CONTRACT	GRANTEE MATCH ³	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy ² , Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11, 12	Travel, Conferences & Meetings ²	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals ⁵	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost ⁴	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
n/a	Grantee Match Requirement pursuant to Grant Contract Section A.15. ³	(0.00)	0.00	(0.00)
25	GRAND TOTAL	0.00	0.00	0.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

² Applicable detail attached if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Grant Contract, as detailed by the "Grant Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

4 Indirect costs which are in excess of 20 percent of total direct costs or \$100,000.00 whichever is less will not be allowed.

⁵ If agency is budgeting a particular amount under the budget line item specific assistance to individuals for offender transportation, said amount should be broken out under a budget line item detail. This amount must be expended for the intended purpose before the agency can make use of services provided through TDOC's offender transit network grant-funded Grant Contract with the Tennessee Department of Finance & Administration's Office of Criminal Justice Programs.

GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 2)

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	AMOUNT
TOTAL	AMOUNT

OCCUPANCY	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

INTEREST	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

Travel	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

DEPRECIATION	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

OTHER NON-PERSONNEL	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

CAPITAL PURCHASE	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount

GRANT BUDGET				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: July 1, 2022 END: June 30, 2023*				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT GRANT CONTRACT	GRANTEE MATCH ³	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy ² , Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11, 12	Travel, Conferences & Meetings ²	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals ⁵	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost ⁴	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
n/a	Grantee Match Requirement pursuant to Grant Contract Section A.15. ³	(0.00)	0.00	(0.00)
25	GRAND TOTAL	0.00	0.00	0.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

² Applicable detail attached if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Grant Contract, as detailed by the "Grant Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

4 Indirect costs which are in excess of 20 percent of total direct costs or \$100,000.00 whichever is less will not be allowed.

⁵ If agency is budgeting a particular amount under the budget line item specific assistance to individuals for offender transportation, said amount should be broken out under a budget line item detail. This amount must be expended for the intended purpose before the agency can make use of services provided through TDOC's offender transit network grant-funded Grant Contract with the Tennessee Department of Finance & Administration's Office of Criminal Justice Programs.

*if the grant Grant Contract is extended by Amendment

GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 2)

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	AMOUNT
TOTAL	AMOUNT

OCCUPANCY	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

INTEREST	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

Travel	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

DEPRECIATION	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

OTHER NON-PERSONNEL	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

CAPITAL PURCHASE	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed “Notice of Audit Report” document to the State ninety (90) days prior to the Grantee’s fiscal year.***

- ☐ Grantee Legal Entity Name is subject to an audit for fiscal year #.
- ☐ Grantee Legal Entity Name is not subject to an audit for fiscal year #.

Grantee’s Edison Vendor ID Number:

Grantee’s fiscal year end:

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee’s fiscal year
Federal pass-through funds	
a. Funds passed through the State of Tennessee	a.
b. Funds passed through any other entity	b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

Auditor’s name:

Auditor’s address:

Auditor’s phone number:

Auditor’s email:

ATTACHMENT THREE

Parent Child Information

Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year if the Grantee indicates it is subject to an audit on the "Notice of Audit Report" document.***

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is **Grantee Legal Entity Name** a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is **Grantee Legal Entity Name** a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

Attachment 6.8 **PRO FORMA GRANT CONTRACT (GG MODEL FOR COUNTY GOVERNMENTS, JUDICIAL DISTRICTS OR HRAS)**

The *pro forma* Grant Contract detailed in following pages of this exhibit contains some “blanks” (signified by field descriptions in capital letters) that will be completed with appropriate information in the final Grant Contract resulting from the RFGP.

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
Tennessee Department of Correction
and
Grantee Legal Name.

This Grant Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the “State” or “TDOC” and Grantee Legal Name., hereinafter referred to as the “Grantee,” is for the provision of Community Correction Supervision Services, as further defined in the "SCOPE OF SERVICES."

The Grantee is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Grantee Place of Incorporation or Organization: **Location**

Grantee Edison Vendor ID # **Number**

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide all services and deliverables (“Scope”) as required, described, and detailed in this Grant Contract.
- A.2. The Grantee or grantee subcontractor will provide a substance abuse treatment program for non-violent felony offenders as part of an alternative to incarceration and as described in the Tennessee Department of Correction (TDOC) Community Correction and Substance Abuse Treatment Request for Grant Proposals (RFGP), which resulted in this agreement and is incorporated hereto by reference.
- A.3. The Grantee shall comply with and perform all services, functions, and requirements detailed in the Grantee’s proposal submitted in response to the TDOC Community Correction and Substance Abuse Treatment Services Request for Grant Proposals (RFGP) that resulted in this agreement. Said Grantee proposal is incorporated hereto by reference.
- A.4. The Grantee shall operate in accordance with the mandates of the Tennessee Community Corrections Act of 1985 incorporated hereto by reference, Community Corrections Administrative Regulations incorporated hereto by reference and the Community Corrections Program Standards as may be revised. A copy of the Community Corrections Standards can be found on the TDOC web site: <http://tn.gov/assets/entities/correction/attachments/CommunityCorrectionsStandards.pdf> Failure to comply with said Standards may be considered grounds for grant contract termination by the State.
- A.5. The Grantee shall operate in accordance with the State’s standards of supervision as may be revised, which are available at: <http://tn.gov/assets/entities/correction/attachments/CommunityCorrectionsStandards.pdf>.

State Supervision Standards are also available through the TDOC.
- A.6. The Grantee shall assist their local Community Correction Advisory Board (or board of directors) in accomplishing the duties outlined in TCA 40-36-202 and as described in the State’s Community Correction Program Administrative Regulations and Standards.
- A.7. The Grantee shall cooperate with the State in its oversight, evaluation and monitoring of all grant funded programs and financial expenditures including all on-site visits by State staff and/or their designee(s) as

well as providing any information or documentation requested in writing by the State in a timely manner. State Oversight shall be carried out in keeping with operational and financial policies. Monitoring shall be carried out in keeping with monitoring instruments created by the State (RFP Attachment 6.12) and as may be revised during the term of the grant contract.

A.8. Program Components:

A.8.1 The Grantee shall provide a range of local sanctions and/or services for felony offenders at sentencing beyond what is presently available for the judge or TDOC in the jurisdiction, in accordance with all Community Corrections Program Standards. (A copy of the current Community Corrections Standards may be requested from the State Community Corrections Program Division or from the Tennessee Department of Correction Web site:
<http://tn.gov/assets/entities/correction/attachments/CommunityCorrectionsStandards.pdf>

A.8.2 The Grantee shall **use best effort** to reduce admissions to incarceration from local communities by focusing on substance abuse treatment, to the greatest extent possible, based on funded resources. The goal of the program shall be to reduce the probability of continued criminal behavior and to increase safety to the community.

A.8.3 The Grantee shall provide the following program services at the Grantee's location. Program services may include one (1) or a combination of the following services:

A.8.3(a). **Supervision** - Based on the level of supervision, offender supervision shall include at a minimum one face-to-face contact in the office and one (1) home visit every ninety (90) days to a maximum of twice weekly face-to-face contacts and one (1) home visit every thirty (30) days unless otherwise approved by the State Community Corrections Director.

A.8.3(a).1. The Grantee shall **use best effort** to maintain a minimum Active caseload level of (_0_) cases.

A.8.3(a).2. The Grantee shall **use best effort** to receive not less than (_0_) new offenders from the courts during the terms of the contract.

A.8.3(a).3. The Grantee further agrees to **use best effort** to receive a minimum of (_0_) new offenders from the court and a minimum of (_0_) new each quarter.

A.8.3(a).4. Grantees providing Supervision of offenders shall supervise no more than (_0_) offenders.

A.8.3(b). **Residential Programs** – Residential programs shall include, but are not limited to, detoxification centers, community residential restitution centers for non-violent offenders and probation/parole violators, and community residential treatment centers for special need offenders and probation/parole violators.

A.8.3(b).1. The Grantee shall agree to receive offenders from other Community Corrections programs and the Tennessee Department of Correction for an average daily Minimum census of (_0_) at the end of each quarter.

A.8.3(b).2. Any Grantee providing residential programs must be licensed by the State of Tennessee.

A.8.3(c). **Day Reporting Center Programs** - Non-residential reporting center services shall include, but are not limited

to, job readiness skills, substance abuse treatment, and group counseling services for special need offenders and probation/parole violators.

A.8.3(c).1. The Grantee shall agree to **use best effort** to receive a minimum of (_0_) new offenders from the courts, a minimum of(_0_)offenders from the TDOC, and a minimum of (_0_) offenders from other Tenn. Community Corrections programs during the term of the contract.

A.8.3(c).2. The Grantee further agrees to **use best effort** to receive a minimum of (_0_) new offenders from the court, (_0_) from Probation and Parole and (_0_) from Community Corrections during the term of the Grantee's contract each quarter.

A.8.3(d). **Substance Abuse treatment Services providers must be licensed by the State of Tennessee, and could provide services including but not limited to:**

- A.8.(d).1 assessment/screening/
- A.8.(d) 2 intervention
- A.8.(d) 3 referral to treatment
- A.8.(d) 4. Treatment plan
- A.8.(d) 5. Detox and medically managed withdrawal
- A.8.(d) 6. **pharmacotherapies**
- A.8.(d) 7. Cognitive Behavioral therapies
- A.8.(d) 8. Behavioral contracting
- A.8.(d) 9. Drug testing/monitoring
- A.8.(d) 10. Exercise
- A.8.(d) 11. Individual therapy
- A.8.(d) 12. Group therapy
- A.8.(d) 13. Other necessary issues/needs

A.8.3.(d) 14. If the Grantee elects to subcontract these services, subcontractors shall comply with all applicable State policy, rules and standards.

A.8.3.e. The Grantee shall be prepared to implement and use the validated risk-needs assessment designated by the State for offender risk and needs assessment as of the start date of this contract. Assessment instrument training shall be provided to the Grantee by the State.

A.8.3.(f). Cognitive Based Programming

A.8.3.(f).1. Grantee must provide the evidence-based cognitive behavior programs designated by the State which address the criminogenic needs of the offender as identified by the Department's validated risk/needs assessment.

A.8.3.(f).2. The Grantee shall provide the following evidence-based cognitive-behavioral programming services:

- d. Prepare the material and curriculum for classes in advance
- e. Facilitate program classes to offenders assigned to the program.
Assist offenders in developing skills in examining their ways of thinking, demonstrating pro-social attitudes and behaviors.
- f. The Grantee shall use the evidence-based cognitive-behavioral programming used under the previous grant contract only until directed by the State to change to different programming. The State will provide Grantee staff training to facilitate the change to the new programming.

A.8.3.(f).3. The Grantee shall facilitate the evidence-based cognitive-behavioral program as determined by the State:

- d. Classes shall be offered during both day and evening shifts based on Grantee schedule.
- e. The Grantee shall work with the TDOC to ensure that all Grantee staff are adequately trained to conduct the necessary programming. Such training will be developed and provided by the TDOC. TDOC shall determine what training is required for Grantee staff.
- f. Facilitate evidence-based cognitive behavior classes to offender(s) assigned to the program.

A.8.3.(f).4. The Grantee shall assist the State in tracking Program participants on the State's offender management system of record, either TOMIS or any other TDOC OMS and by any other electronic means provided by the State:

- d. Name, age, race, TDOC number, sex, county of conviction, offense, and sentence length.
- e. Services received by participants.
- f. Program completion rate of participants.

A.8.3.(f).5. The Grantee shall provide the following Career Development services to participants:

- e. Administer the free O*NET Interest Profiler (incorporated hereto by reference) and interpret its results to each participant.
- f. Based on the results of the O*NET Interest Profiler (incorporated hereto by reference) the Grantee shall assist offenders in developing an employment portfolio which shall include the following:
 - Current master resume
 - Master job application
 - Job search plan
 - Career development plan (established long and short term goals with corresponding action steps)
- g. Facilitate employment readiness and career exploration workshops.
- h. Establish and oversee a career resource center for participants to act as a self-help, one-stop shop for using computers for employment portfolio development and job search.

A.9. The Grantee shall meet the minimum standards detailed in contract section A.8., *et seq.*, above, each consecutive three (3) calendar month period during this Grant Contract.

A.10. The Grantee shall maintain a cumulative Offender Profile Index (OPI) of not less than 3.0, in each consecutive three (3) calendar month period during this Grant Contract.

A.11. The Grantee shall use best effort to successfully complete the current supervision term for a minimum of sixty percent (60%) of Community Corrections Offenders.

A.12. The Grantee shall use best effort to ensure that the felony conviction rate for offenders who have successfully completed their behavioral contract and had successful closure within community corrections does not exceed ten percent (10%) one (1) year after completion.

A.13. The Grantee shall use best effort to achieve a recidivism rate of no higher than ten (10) percent.

A.14. Staffing

A.14.(a). No Community Corrections Substance or Abuse Treatment manager shall be involved in the management or supervision of any other state or non-grant community Corrections program without written approval from the State Director of Community Corrections or his/her designee. When requesting written approval, the following information shall be provided:

1. Name, location, and type of program.
2. The working hours of the program.

3. Hours of time which you will be managing/supervising or serving as a consultant to the program.

4. Describe relationship, if any, which you may have with the program such as, but not limited to, sole proprietor, partnership, or stockholder.

A.14.(b) Resumes for Community Corrections Program Manager or Substance Abuse Treatment Program Manager candidates must be submitted to the State for review and written approval by the State before an employment offer can be made to the candidate.

A.14.(c). All employees of the Grantee shall not exceed ten (10) hours, or more, of additional employment a week outside the agency without first obtaining prior written permission from the agency manager or his/her designee and the TDOC. Any outside employment shall be maintained on file and available for review.

A.14.(d). Substance abuse treatment services shall be delivered by licensed alcohol and drug treatment personnel possessing one of the following qualifications: LADAC, ICRC-AODAC, NAADAC I, II, or NAADAC Master Level certification.

A.14.(e). Mental health treatment services shall be provided at minimum by Qualified Mental Health Professionals (QMHP) possessing one of the following qualifications: a licensed Psychological Examiner, licensed professional counselor with mental health services provider designation, or other individual who is professionally licensed/certified as a therapeutic professional, or Mental Health Program Specialist having a Master's Degree in the behavioral sciences. Treatment services provided by a QMHP shall be supervised by a Licensed Independent Mental Health Professional (LIMHP) possessing one of the following qualifications: a Licensed Psychiatrist, Advanced Practical Nurse (APN), Psychologist with health service provider designation, Senior Psychology Examiner, or Licensed Clinical Social Worker. LIMHP personnel shall meet all educational competency and licensure/certification criteria mandated by their regulatory boards.

A.14.(f). Grantees may not hire or engage health services providers who do not possess the required credentials specified in RFP 32952-13003 at the time of hire or engagement. Under **no** circumstances will the State reimburse the Grantee for providing supervision and or oversight until the provider acquires the required credentials.

A.14.(g). Evidence-based cognitive based programming demonstrated to impact recidivism shall be delivered by a Case Officer 1, 2, 3, or other qualified treatment staff that are certified to facilitate approved programming.

A.14.(h). No new staff shall be hired by Grantee to provide treatment for offenders who has not met the treatment provider experience and or educational requirements specified in the rules of the Board of Alcohol and Drug Abuse Counselors 1200-30-01 or as specified in sections A.16.d and A.16.e. above.

A.14.(i). The Grantee will have fingerprint-based background checks performed by the vendor designated by the State, to perform background checks on all staff either directly or indirectly involved in offender supervision.

The results of the fingerprint-based background checks on grantee employees will be forwarded to the requesting Community Correction Grantee Agency, by completing a TDOC Community Corrections Employee Criminal History Result form. Copies of the Criminal History Results forms must also be sent to the Community Corrections Administrator at TDOC's Central Office and included with the grantee's next reimbursement invoice submitted to TDOC Fiscal. The requesting Community Correction Grantee Agency shall maintain a copy of the form that was provided in its files. At no time shall the actual criminal history check results be shared with anyone outside the TDOC. All questions shall be forwarded to the Community Correction Administrator.

- A.14.(j). Candidates for employment identified as felons during the fingerprint-based background checks shall not be hired for **any** position either directly or indirectly involved in the supervision of offenders. Felons being found to be in positions involved either indirectly or directly with the supervision of offenders is grounds for immediate termination of the grant contract.
- A.14.(k) The Grantee will notify the State in writing within no more than forty-eight (48) hours when either a Grantee executive, Community Corrections Program Director, staff member involved in the Grantee's financial operations or a non-Grantee staff member with fiduciary responsibility leaves Grantee employment either voluntarily or involuntarily. If there are allegations of financial impropriety on the part of the departing employee, the reason must be included in the written notice.
- A.14.(l)(1). The Grantee may seek prior written approval from the State to use temporary employees to fill staff positions. All such requests concerning temporary employees shall be considered by the State on a case-by-case basis. In any and all approved circumstances, temporary employees shall be treated in accordance with all State and Federal employment regulations. officer
- A.14.(l)(2). Temporary employees must undergo all required TDOC New Employee Orientation (NEO), pre-employment and annual training.
- A.14.(l)(3). Under no circumstances, may a temporary employee be considered for a case officer position or the program manager position.
- A.14.(m) Grantee staff are not authorized by the State to conduct searches of the person or domiciles of persons sentenced or assigned to Community Corrections.
- A.15. The Grantee shall notify the State's Director of Community Corrections within 48 hours of receiving notice that a lien or levy has been filed against grantee assets by any county, State or Federal body with taxation/lien/levy authority.
- A.16. The Grantee shall fill no personnel position included in the approved Budget or at a salary higher than the approved Budget, without prior written approval from the State.
- A.17. If a Grantee has sufficient equity to give one-time staff raises or make a one-time purchase using equity, the Grantee may request permission in writing to TDOC's Director of Fiscal and Budget or designee to do so. Such bonuses may be any amount up to \$1,000.00 and are not dependent on the employee's length of service with the grant agency. Payroll savings cannot be used for ongoing raises extending beyond June 30th of a particular grant contract term year.
- A.18. Grantee staff use of annual, sick and personal leave (and reimbursement by the State) must be in keeping with written Grantee personnel policy AND must comply with all applicable Community Corrections policy, rules and regulations. State reimbursement for leave not taken in compliance with Community Corrections rules and policy may be denied.
- A.19. The Grantee, if providing supervision or Day Reporting center services, shall collect fifteen dollars (\$15.00) per month from each offender serving a sentence under the Grantee's community corrections supervision.
- a. In each annual period of this Grant Contract, the Grantee shall expend the total amount collected pursuant to this section in the performance of this Grant Contract, and said expenditures shall not be deemed allowable cost reimbursable under this contract.
 - b. The Grantee shall report the total amount collected and expended pursuant to this section in each annual grant disbursement reconciliation report (required by Grant Contract Section C.7.). The maximum total amount reimbursable by the State for each annual

period pursuant to this Grant Contract shall be reduced by the amount of any Grantee failure to collect and expend the funds required by this section and the Grant Budget (as the Grantee Match Requirement).

- c. If a Grantee makes staff changes resulting in either an increase or a reduction in the number of case carrying officers on its salary detail, the dollar amount of fees to be collected from offenders will be recalculated, with the new amount documented on the salary detail and monthly reimbursement requests.

A.20. The Grantee shall submit, to the TDOC, in a format approved by TDOC, an annual cost allocation plan. The Grantee shall notify TDOC in writing of any changes in the Grantee's cost allocation plan. All requests for an amendment to the Grantee's cost allocation plan shall be submitted and approved in writing by TDOC prior to implementation.

A.21. Records Management

A.21.(a) The Grantee shall submit to TDOC Community Corrections Division all required monthly statistical reports by the 15th calendar day of each month. If the Grantee relies on an external information system (such as government or agency-wide) for its reports and cannot submit said reports by the 15th calendar day of each month, the Grantee may request, in writing, a seven (7) calendar-day waiver from the Director of the State's Community Corrections Division.

Monthly reports shall include, but are not limited to:

1. Offender Intake
2. Offender Termination
3. Offender Transfer
4. Monthly Statistical Report
5. Day Reporting Center Monthly Report (Day Reporting Centers only)
6. Residential Center Monthly Report (Residential Centers only)
7. Offender Participation Report

A.21.(b) The Community Corrections Report of Expenditures (reimbursement request) shall be sent to the State's Fiscal Division.

A.21.(c) The Grantee shall secure and maintain, at their own expense, an Internet Service provider (ISP) that supports Internet Explorer for access to the State's network. The Grantee's Internet connection must support Host On Demand for access to the State's Offender Management Information System of record. The web browser (Internet Explorer) must also support a current version of Transport Layer Security (TLS) with at least 128-bit encryption to enable access to the TOMIS web application. The Grantee will be responsible for use of a browser and terminal emulation services that meets the requirements to interface successfully if the State migrates to a new Offender Management System. The Grantee will be responsible for all costs for access to the State network including desktop hardware and software, ISP service fees, and any other fees associated with access.

A.21.(d) The Grantee shall have sole responsibility for its agents and assigns workstation maintenance including, but not limited to, service packs, security bulletins, and security patches.

A.21.(e) The Grantee shall agree to use the Tennessee Offender Management Information

System of record (TOMIS) or any other TDOC OMS as the official record repository for all statistical information for Community Corrections and treatment offender tracking and record keeping. The Grantee understands that no other information will be accepted. All TOMIS or OMS entries shall be made in a timely manner.

A.21.(f). The Grantee shall agree to update and maintain all offender information entered into TOMIS accordance with Community Corrections Program Standards.

A.21.(g) The State retains ownership of all offender supervision, treatment, programming, educational, community service, and any and all other offender tracking records, expenditure and program administration records. If a grantee elects to withdraw from the grant program, all such records MUST be provided to the State in a format and timeframe determined by the State.

A.22. Licensed treatment professionals providing treatment to offenders under Community Corrections Supervision may transmit Protected Health Information to TDOC's Community Corrections staff by one of the following methods:

- a) United States mail
- b) By fax
- c) By hand delivery
- d) By a State- approved secure HIPAA/42 CFR-compliant platform including but not limited to TN-WITS.

A.23. **Prison Rape Elimination Act (PREA).**

a) Grantee agrees to abide by the 2003 Prison Rape Elimination Act, 42 U.WS,C, 15601 through 15609 (PREA), and Title 28 CFR Part 115, as delineated in TDOC Policy #502.06 as may be updated from time to time.

b) Grantees providing residential community corrections programs will procure the services of a certified PREA auditor, who shall perform a PREA compliance audit. Such audit shall be performed once during the term of this grant contract. Final audit results shall be transmitted in writing to the Director of Community Corrections upon receipt by the Grantee from the procured auditor.

A.24. All goods and/or services procured through State funds by the Grantee shall be for the sole purpose of use by the Community Corrections or Treatment Services Program and shall not be shared with a related or non-related Community Corrections Program without the prior written approval from the Tennessee Department of Correction.

A.25. The Grantee **shall** submit in writing any proposed office lease agreement for review and written approval of the State **prior** to taking occupancy or making any modifications to proposed leased space, related or non-related to Community Corrections or Treatment Services Program. Any existing sub-leases must be filed with the State with full details of lease arrangements and any corresponding exhibits or appendices. Monthly payments for any lease agreements not pre-approved in writing by the State will **not** be eligible for reimbursement by the State.

A.26. Under no circumstances, will the State reimburse rental expenses for property used by a Community Corrections or Treatment Services Agency when the relevant property is owned by an employee (or a member of the employee's family) of the Community Corrections Agency and whose salary is paid from the Grant Contract.

A.27. Land or building acquisition will not be allowed under this grant without prior written approval of the State. The Grantee agrees that it will not enter into any agreement that purports to create an interest in real property (i.e. a rental agreement) until said rental agreement is approved in writing by the Commissioner of the Tennessee Department of Correction or his/her designee.

- A.28. The Grantee will notify the State in writing within no more than forty-eight (48) hours when a vehicle purchased with State funds is involved in a motor vehicle accident. If insurance monies are issued to the grant agency for a vehicle that is totaled, all such funds shall be returned to the State. The Grantee may NOT use insurance reimbursement funds to purchase a replacement vehicle as referenced in Section D.27.
- A.29. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal including all attachments and appendices (Attachment Reference), incorporated either by reference or by attachment to elaborate supplementary scope of services specifications.
- A.30. The Grantee warrants to the State that it will cooperate with the State in the course of performance of the Grant contract so that both parties will be in compliance with State of Tennessee's Enterprise Security Policies requirements and any other state and federal computer security regulations including cooperation and coordination with the State's Strategic Technology Solutions Team and other compliance officers required by its regulations. The Enterprise Security Policies can be found on the State's public website at:
<http://tn.gov/finance/topic/sts-security-policies>
- A.31. Sensitive non-capital assets which do not meet the State's thresholds for financial reporting purposes, as defined by State of Tennessee Department of Finance and Administration Policy 32 (Attachment Five,) purchased by Grantees with grant funding, shall be inventoried, maintained, controlled and placed in surplus in keeping with Policy 32 (Pro Forma Contract Attachment Four).
- A.32. Capital assets must be inventoried, maintained, controlled and placed in surplus in keeping with Policy 33 (Pro Forma Contract Attachment Four) and the State of Tennessee Capital Asset Guide.
- A.33. Grantees who do not possess a tax-exemption certificate issued by the Tennessee Department of Revenue will not be eligible to request reimbursement from the State for the payment of sales taxes.
- A.34. The Grantee may use the offender transit network provided to the State. If the Grantee elects to use the transit network, the Grantee agrees to the following:
- e. To spend all funds already budgeted for offender transit BEFORE using transit network services. Offender transit network funds cannot supplant any existing state or federal funding received or any state or federal funding anticipated by the Grantee.
 - f. To abide by all governing agreements between the Tennessee Department of Correction and the subcontracting transit agencies under which the offender transit network services are provided. Said agreements are herein incorporated by reference, and are available from the Tennessee Department of Correction.
 - g. To abide by the 2020-2022 contract(s) between the Tennessee Department of Correction and the Tennessee Department of Finance and Administration under which the offender transit network services are funded. Said contracts are herein incorporated by reference, and are available from the Tennessee Department of Correction.

- h. If an audit finding reveals that either federal or state funds have been supplanted by use of transit network funding, the Grantee can be found in non-compliance with the terms of the contracts incorporated in sections b and c above. If a Grantee is found to be non-compliant, Grantee access to transit network services can be discontinued by the State.

A.35. Where a term in any attachments to the Grant Contract differs from that stated in the Grantee's Grant Contract, the Grant Contract term shall control.

A.36. Security Requirements

- a. The Grantee shall encrypt workstation and laptop devices that contain offender information.
- b. The Grantee shall keep workstations and laptops containing offender information up-to-date with OS patches and version releases.
- c. The Grantee shall run antivirus software on workstations and laptops containing offender information.
- d. At the end of the contract term, the Grantee shall sanitize/destroy media containing offender information in accordance with NIST Special Publication 800-88.

A.37. Goods and services furnished by the vendor under this procurement must be in compliance with the accessibility standards set forth in 28 CFR § 35.160 as to persons with disabilities and their accommodation needs with respect to being able to communicate effectively with others.

B. TERM OF GRANT CONTRACT:

B.1. This Grant Contract shall be effective on July 1, 2020 ("Effective Date") and extend for a period twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Grantee prior to the Effective Date.

B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of thirty-six (36) months.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Dollars (\$0,000,000). The Grant Budget, attached and incorporated herein as a part of this Grant Contract as Attachment One, shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee. The maximum annual liability of the State under this grant for each respective year of the grant is as follows:

July 1, 2020 - June 30, 2021	\$00.00
July 1, 2021 - June 30, 2022	\$00.00

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology – Partial Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. The amount of **Written Dollar Amount (\$Number)** shall be paid to the Grantee in advance upon approval of this Grant Contract. Upon progress toward the completion of the work, as

described in section A of this Grant Contract, the Grantee shall submit invoices for payment prior to any additional reimbursement of allowable costs. The total of all payments to the Grantee shall not exceed the maximum liability of this Grant Contract.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Rachel Jackson Building
Fiscal Services, Third Floor
320 Sixth Avenue North
Nashville TN 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Department of Correction, Division of Community Corrections.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving details supporting such request, provided that such revisions do not result in funding for line item that was previously funded at zero dollars (0.00) and do not increase the total grant amount. Grant budget line-item revisions may not be made without prior, written, approval of the State in which the terms of the approved

revisions are explicitly set forth. Any such approval shall be superseded by a subsequent revision of the Grant Budget by contract amendment, and any increase in the total Grant amount shall require a contract amendment.

- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee

acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
 - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:
The State:

Lisa Helton, Acting Assistant Commissioner, Community Supervision
Tennessee Department of Correction
320 Sixth Avenue North
Nashville TN 37243
Lisa.Helton@tn.gov
Telephone # (615) 532-8129

The Grantee:

Grantee Contact Name & Title

Grantee Name

Address

Email Address

Telephone # Number

FAX # Number

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or

disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall

be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Three.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory

equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local)

transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Insurance. Grantee shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Grantee's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Grantee loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Grantee shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Grantee agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self-insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Grantee's sole responsibility. The Grantee agrees that the insurance requirements specified in this Section do not reduce any liability the Grantee has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and

Employers' Liability Accident), Grantee shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Grantee shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Grantee shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Grantee shall provide the State evidence that all subgrantees maintain the required insurance or that subgrantees are included under the Grantee's policy. At any time, the State may require Grantee to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Grantee self-insures, then a COI will not be required to prove coverage. Instead Grantee shall provide a certificate of self-insurance or a letter, on Grantee's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses.

The State agrees that it shall give written notice to the Grantee as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Grantee of its obligations under this Section to the extent that the Grantee can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Grantee or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Grantee; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Grantee arising under this Contract. The Grantee shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

g. Commercial General Liability ("CGL") Insurance

- 1) The Grantee shall maintain CGL insurance, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations, products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Grantee shall maintain single limits not less than **one million dollars (\$1,000,000)** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

h. Workers' Compensation and Employer Liability Insurance

- 1) For Grantees statutorily required to carry workers' compensation and employer liability insurance, the Grantee shall maintain:

- vii. Workers' compensation in an amount not less than **one million dollars (\$1,000,000)** including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, **one million dollars (\$1,000,000)** policy limit by disease, and **one million dollars (\$1,000,000)** per employee for bodily injury by disease.
- 3) If the Grantee certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Grantee shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Grantee employs fewer than five (5) employees;
 - ii. The Grantee is a sole proprietor;
 - iii. The Grantee is in the construction business or trades with no employees;
 - iv. The Grantee is in the coal mining industry with no employees;
 - v. The Grantee is a state or local government; or
 - vi. The Grantee self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.
- i. Automobile Liability Insurance
 - 3) The Grantee shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
 - 4) The Grantee shall maintain bodily injury/property damage with a limit not less than **one million dollars (\$1,000,000)** per occurrence or combined single limit.
- j. Professional Liability Insurance
 - 1) Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis then:
 - i. The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Grantee must purchase "extended reporting" or "tail coverage" for a minimum of five (5) full years from the date of the final Contract payment.
 - 2) Any professional liability insurance policy shall have a limit not less than **one million dollars (\$1,000,000)** per claim and **two million dollars (\$2,000,000)** in the aggregate; and
 - 3) If the Contract involves the provision of services by medical professionals, a policy limit not less than **three million (\$3,000,000)** per claim and **three million dollars (\$3,000,000)** in the aggregate for medical malpractice insurance.
- k. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

- 1) The Grantee shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Grantee's profession in an amount not less than **ten million dollars (\$10,000,000)** per occurrence or claim and **ten million dollars (\$10,000,000)** annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
- 2) Such coverage shall include data breach response expenses, in an amount not less than **ten million dollars (\$10,000,000)** and payable whether incurred by the State or Grantee, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

I. Crime Insurance

- 3) The Grantee shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.
- 4) Any crime insurance policy shall have a limit not less than **one million dollars (\$1,000,000)** per claim and **one million dollars (\$1,000,000)** in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than **two hundred and fifty thousand dollars (\$250,000)**. This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Grantee shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

- E.3. State Furnished Property. The Grantee shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Grantee's temporary use under this Grant Contract. Upon termination of this Grant Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less ordinary wear and tear.. Should the property be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the fair market value of the property at the time of loss.
- E.4. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.5. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.6. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

- E.7. The Grantee shall provide a drug-free workplace pursuant to the “Drug-Free Workplace Act,” 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.8. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, “Grant Contract.”
- E.9. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State (“PII”). For the purposes of this Grant Contract, “PII” includes “Nonpublic Personal Information” as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time (“GLBA”) and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information (“Privacy Laws”). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee’s policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State’s direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee (“Unauthorized Disclosure”) that come to the Grantee’s attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

IN WITNESS WHEREOF,

GRANTEE LEGAL ENTITY NAME:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

Tennessee Department of Correction:

Tony Parker, Commissioner

DATE

**PRO FORMA GRANT CONTRACT
DRAFTED IN COMPLIANCE WITH CURRENT APPLICABLE MODEL POLICY**

GRANT BUDGET

(BUDGET PAGE 1)

GRANT BUDGET				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:		BEGIN: July 1, 2020	END: June 30, 2021	
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT GRANT CONTRACT	GRANTEE MATCH ³	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy ² , Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11, 12	Travel, Conferences & Meetings ²	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals ⁵	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost ⁴	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
n/a	Grantee Match Requirement pursuant to Grant Contract Section A.15. ³	(0.00)	0.00	(0.00)
25	GRAND TOTAL	0.00	0.00	0.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

² Applicable detail attached if line-item is funded.

3 A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Grant Contract, as detailed by the "Grant Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

4 Indirect costs which are in excess of 20 percent of total direct costs or \$100,000.00 whichever is less will not be allowed.

5 If agency is budgeting a particular amount under the budget line item specific assistance to individuals for offender transportation, said amount should be broken out under a budget line item detail. This amount must be expended for the intended purpose before the agency can make use of services provided through TDOC's offender transit network grant-funded Grant Contract with the Tennessee Department of Finance & Administration's Office of Criminal Justice Programs.

GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 2)

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	AMOUNT
TOTAL	AMOUNT

OCCUPANCY	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

INTEREST	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

Travel	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

DEPRECIATION	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

OTHER NON-PERSONNEL	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount

TOTAL	Amount
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CAPITAL PURCHASE	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

GRANT BUDGET				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: July 1, 2021 END: June 30, 2022				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT GRANT CONTRACT	GRANTEE MATCH ³	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy ² , Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11, 12	Travel, Conferences & Meetings ²	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals ⁵	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost ⁴	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
n/a	Grantee Match Requirement pursuant to Grant Contract Section A.15. ³	(0.00)	0.00	(0.00)
25	GRAND TOTAL	0.00	0.00	0.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

² Applicable detail attached if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Grant Contract, as detailed by the "Grant Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

⁴ Indirect costs which are in excess of 20 percent of total direct costs or \$100,000.00 whichever is less will not be allowed.

⁵ If agency is budgeting a particular amount under the budget line item specific assistance to individuals for offender transportation, said amount should be broken out under a budget line item detail. This amount must be expended for the intended purpose before the agency can make use of services provided through TDOC's offender transit network grant-funded Grant Contract with the Tennessee Department of Finance & Administration's Office of Criminal Justice Programs.

GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 2)

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	AMOUNT
TOTAL	AMOUNT

OCCUPANCY	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

INTEREST	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

Travel	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

DEPRECIATION	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

OTHER NON-PERSONNEL	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

CAPITAL PURCHASE	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount

GRANT BUDGET				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: July 1, 2022 END: June 30, 2023*				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT GRANT CONTRACT	GRANTEE MATCH ³	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy ² , Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11, 12	Travel, Conferences & Meetings ²	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals ⁵	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost ⁴	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
n/a	Grantee Match Requirement pursuant to Grant Contract Section A.15. ³	(0.00)	0.00	(0.00)
25	GRAND TOTAL	0.00	0.00	0.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

² Applicable detail attached if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Grant Contract, as detailed by the "Grant Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

4 Indirect costs which are in excess of 20 percent of total direct costs or \$100,000.00 whichever is less will not be allowed.

⁵ If agency is budgeting a particular amount under the budget line item specific assistance to individuals for offender transportation, said amount should be broken out under a budget line item detail. This amount must be expended for the intended purpose before the agency can make use of services provided through TDOC's offender transit network grant-funded Grant Contract with the Tennessee Department of Finance & Administration's Office of Criminal Justice Programs.

*if the grant Grant Contract is extended by Amendment

GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 2)

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	AMOUNT
TOTAL	AMOUNT

OCCUPANCY	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

INTEREST	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

Travel	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

DEPRECIATION	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

OTHER NON-PERSONNEL	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

CAPITAL PURCHASE	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed “Notice of Audit Report” document to the State ninety (90) days prior to the Grantee’s fiscal year.***

- ☐ **Grantee Legal Entity Name** is subject to an audit for fiscal year #.
- ☐ **Grantee Legal Entity Name** is not subject to an audit for fiscal year #.

Grantee’s Edison Vendor ID Number:

Grantee’s fiscal year end:

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee’s fiscal year
Federal pass-through funds	
c. Funds passed through the State of Tennessee	e.
d. Funds passed through any other entity	f.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

Auditor’s name:

Auditor’s address:

Auditor’s phone number:

Auditor’s email:

ATTACHMENT THREE

Parent Child Information

Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year if the Grantee indicates it is subject to an audit on the "Notice of Audit Report" document.***

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is **Grantee Legal Entity Name** a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is **Grantee Legal Entity Name** a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

Attachment Five

Fingerprint-based Background Checks Instructions

Customers have two easy ways to register for fingerprint processing with Idemia.

On-line Registration

Available 24 hours a day, 7 days a week.

1. Go to www.identogo.com and choose Tennessee
2. Click Online Scheduling and choose English
3. Enter first and last name
4. Agency Name- OTHER
5. Applicant Type- CONTRACT PERSONNEL
6. Enter ORI number-

TN004AA5C (for Bledsoe)

Upper Cumberland Human Resource Agency
Hamilton County Community Correction
Southeast Tennessee Community Corrections
Southeast Tennessee Human Resource Agency

TN019AB5C (for TN Prison for Women)

Montgomery/Robertson County Community Corrections
Mid-Cumberland Human Resource Agency
South Central Human Resource Agency
Davidson County Community Corrections

TN049AA5C (for West TN)

Madison County Community Corrections
Decatur County Community Corrections
Corrections Management Corporation
Cocaine Alcohol Awareness Program
Westate Corrections Network
Project Whatever It Takes (PWIT)
Correctional Alternatives

TN065AA5C (for Morgan Co.)

Knox County Community Alternatives to Prison
First Tennessee Human Resource Agency
East Tennessee Human Resource Agency

The rest should be fairly straight forward to schedule an appointment to be printed at an Identogo fingerprint site.

***** If mailing paper cards, when you get to the 'Appointment Details' page be sure to click Pay for Ink Card Submission**

Call Center Registration

Available Monday-Friday, 8am-430pm CST

- 1. Call (855) 226-2937 and speak to a representative.**
- 2. Be sure to have your Agency Information or ORI number handy when calling.**
- 3. Representatives will collect required information and complete your registration.**

When asked for Agency Name, you will select "Other".

When asked for Applicant Type, you will select "Contract Personnel."

Payment may be paid by money order at time of printing, or online, or by phone with a credit card.

Provide by e-mail to the TDOC Community Corrections Director the names of the individuals you are submitting for criminal history background checks.

Attachment 6 Placeholder for separate document – Staffing Pattern

Grantee may employ at a minimum the following positions:

Program Manager: The person with the most responsibility for the overall day-to-day administration of either a community corrections program, or a substance abuse treatment program, who will devote 100% of his/her time to the program and will be the main contact person between the State and the community corrections program or substance abuse treatment program.

Case Developer: The staff person in a community corrections program who develops and writes the behavioral plan that includes the offender's background and the proposed objectives of the offender while in the program. May also be partially responsible for the supervision of offenders and the implementation of the offender's behavioral Grant Contract.

Case Officer: The staff person in a community corrections program who is responsible for the supervision of an offender and the implementation of the offender's behavioral plan if the grantee provides supervision services.

Fiscal Officer: The person in a community corrections program designated as the person responsible for maintaining the financial records and preparing financial reports.

Program Specialist: A staff position in a community corrections program that performs only specialized professional function for all offenders in a program. Examples should include an educational specialist, A & D specialist, employment specialist, etc.

Residential Staff: A staff position in a community corrections program that performs duties within a residential setting. Examples should include, but are not limited to, food service workers, van drivers, monitor, etc.

Secretary: The individual within the community corrections program employed to handle correspondence and manage routine and detail work for a supervisor. The position performs a wide variety of administrative and secretarial duties to support the operations of the office.

Treatment Staff: The treatment staff in a community corrections or substance abuse treatment program including but not limited to LADAC, ICRC-A/AODAC, NAADAC I, II or Master Certification.

Note: No current staff or candidates for employment identified as felons during fingerprint-based background checks shall be either indirectly or directly involved with the supervision of offenders. Felons being found in positions involved either indirectly or directly with the supervision of offenders is grounds for immediate termination of the grant contract.

**Community Corrections Standards Attachment 6.9
(separate document)**

GLOSSARY OF TERMS**1. Absconder**

An offender who avoids or flees from supervision by concealing his or her whereabouts. There has been no face-to-face contact for (30) days. Differs from “failure to report” in that the officer’s investigation reveals that the offender has obviously and most likely left residence, job and geographic area with no intent to voluntarily return.

2. Active Case

The active supervision of felony offenders based on level one (1) through level four (4) of the Program Standards S4.10.

3. Administrative Supervision

The supervision of absconder felony offender’s records through arrest checks, phone calls and may be a home visit.

4. Alcohol and Drug Treatment (A & D)

Treatment services that are provided by a certified Substance Abuse Counselor in either an outpatient or inpatient setting. The purpose for such treatment is to eliminate substance abuse dependency.

5. Arrest Records Check

A verification check by the supervising officer of an offender’s recent arrest/conviction history as completed through either the local or state law enforcement agencies. Documentation of the verification check is required.

6. Assessment

An administered instrument that is utilized to evaluate an offender’s needs/behaviors in relation to provided supervision services. The assessment instrument is considered to be different than an investigative report. The assessment may be utilized to determine program eligibility, screening and specific services placements for offenders.

7. Behavioral Contract

A document, developed for the offender that is an agreement between the agency and the offender that outlines the plan that he/she will adhere to during the supervision period. The plan should incorporate special conditions, treatment services, educational/vocational counseling schedule, supervision contacts, restitution and community work service. The specific objectives to be achieved by the offender should have identified expected completion time frames.

8. Chronological Case Record (case notes)

A standardized method of documenting all offender contacts made by a supervising officer. This record is maintained in the offender’s case file and is kept in chronological order by date of contact.

9. Classification Report

An investigative report prepared for the Department of Correction required for offenders that are revoked and returned to a Department of Correction Institution or local jail facility. The report is

required for all revocations and should contain at a minimum all information required in the TDOC Investigation Guidelines Manual.

10. Collateral Contact

A contact made by the supervising officer with a person other than the offender.

11. Cognitive Behavioral Intervention Program (CBIP)

Therapy and/or Evidence-Based Programming designed to reduce re-offense and resulting return to incarceration. The therapy/programming assumes that most people can become conscious of their own thoughts and behaviors and then make positive changes to them.

12. Community Residential Center

A community corrections program that is specifically designed to house offenders in a residential setting. This may include halfway houses, transition centers, etc. that are designed to provide treatment and rehabilitation services.

13. Community Service Work/Restitution

Court ordered free labor by a community correction offender provided to non-profit agencies in the community.

14. Cost Allocation Plan

A means of distributing to various programs costs which benefit more than one program and are not directly assigned. Cost allocation is basically a mathematical exercise to distribute costs to programs in a manner that the costs are proportional to the benefit received.

15. Curfew Checks

The regular monitoring of an offender's assigned curfew by the supervising community corrections officer. The officer may use a mixture of home visits and electronic surveillance in order to accomplish this task.

16. Day Reporting Center

A highly structured community based program designed to allow offenders with special needs to report to the center on a frequent basis. Offenders are to adhere to weekly schedules for purposes of attaining required skills for employment, etc.

17. Determinate Release

The process of releasing an offender that is sentenced to a local jail or state institution with a sentence of two (2) years or less and then placed on regular probation for supervision until revoked or expiration of sentence.

18. Diagnostic Evaluation

A clinical assessment of an offender's psycho-social functioning conducted by a certified professional through contract with a community corrections agency.

19. Discharge

A successful termination of an offender in a community corrections program. A court order is required to terminate the offender prior to sentence completion or successful transfer to probation.

20. Discharge Summary

A report that is completed on all offenders who are discharged either successfully or by revocation that summarizes their performance while under community corrections supervision.

21. Documentation

Written information that summarizes the content of the offender related contact by a community correction officer.

22. Electronic Monitoring

A computerized program of monitoring offenders whereabouts via electronic signals transmitted through telephone lines. Electronic monitoring systems are either passive or active. Passive systems utilize random contact with offenders and all offender contacts shall be verified as being the actual offender. Active systems utilize twenty-four (24) hour monitoring of an offender's location in relation to his/her residence. All electronic monitoring contacts, negative or positive, shall be documented by the agency.

23. Face to Face Contact

A personal contact made between an offender and the officer. Does not include a telephone contact.

24. Home Visit

Personal contact made between an offender and the officer at the offender's residence. A successful contact can only be counted as one contact.

25. House Arrest

Court ordered confinement of an offender at his/her established residence. The offender is not permitted to leave the residence without the expressed permission of the supervising officer. The offender in this status is monitored intensively through a minimum of two face to face contacts per week and/or the use of electronic monitoring.

26. Inactive Cases

Cases in which there has been no face-to-face contact between the offender and the case officer for at least thirty (30) days (absconding status) and/or when an offender has been incarcerated in a county or state correctional facility for any reason. Also, any offender who has been arrested while on community corrections for a violation of program rules and has made bond to secure his/her release.

27. Indirect Cost

Cost associated with a financial audit, when community corrections program is part of the audit, such as automated data processing, payroll administration, financial administration and bookkeeping, procurement services including solicitation of bids, preparation and award of contracts, portion of executive salaries in multi-program agencies which cannot be specifically determined as direct cost.

28. Individual Plan (Supervision Plan)

A written document that is forwarded to the court prior to and/or after an offender's placement in the program. This plan shall be inclusive of, but not exclusive of the following:

- a. assessments
- b. diagnostic evaluation
- c. written behavior contract special court ordered conditions
- d. investigative report

29. Intake

The process by which a trial judge sentence an offender to Community Correction. The offender must not have the following active LIMD, LCDF and LCD3 on the TOMIS.

30. Intermediate Sanctions

Mechanisms that are administered by the community corrections program for the offender as an alternative to revocation. The mechanisms involve the development of intensified contacts and/or applied programs that the offender must adhere to in order to regain full compliance with his/her community corrections rules.

31. Investigative Report

An investigative report is required for all Tennessee felons and diversions. The Community Corrections Officer is responsible for searching out all pertinent facts about the offender, verifying information gathered, interpreting and evaluating data, and presenting it in an organized and objective report through the entry of data into TOMIS conversations. The officer is responsible for investigating each offender without preconception or pre-judgment. Since there may be disclosure of sources of information, individuals must be informed that the information they furnish will be revealed to the defendant.

32. Judgment Order (Community Corrections Order)

An official document signed by the Judge placing the offender in a community corrections program.

33. Misdemeanor Offender

An offender who is convicted of an offense that is punishable for a maximum period of 11 months, 29 days. Offenders convicted of misdemeanor offenses are not permitted to be supervised on community corrections.

34. Parole

Parole is a conditional release of a prisoner serving an indeterminate or unexpired sentence under the supervision of a parole officer. It is given by the Department of Correction and, like probation, subjects the offender to certain rules and behavior standards

35. Probation and Parole Technical Violator Residential Program

A residential program operated by community corrections for probation and parole technical violators, prior to the offender being sentenced to a local or state institution.

36. Pre-Sentence Report

An investigative report on an offender's background that provides the court and agency with information for sentencing decisions and treatment provision. If the offender does not have a pre-sentence report completed in TOMIS at the initial court hearing, then a subsequent Investigative report containing the required information will be completed in TOMIS upon referral to the community corrections program.

37. Post-Sentence Report

A report documenting pertinent information about the conviction offense as defined in TDOC Policy # 702.05.

38. Probation

The release by the courts of a person found guilty of a crime, upon verdict or plea, without imprisonment subject to conditions imposed by the court and subject to the supervision of the probation service.

39. Probation Order

A court order that places the offender directly on to Probation and Parole probation supervision.

40. Random

A term used in agency policy that quantifies the minimum amount of action required for a particular function. Specific time frames for the minimum contacts to be completed must always be identified in agency policy.

41. Referral Code

An acronym used to identify a particular activity in the chronological case history of an offender.

42. Revocation Order

An order signed by the Judge that revokes the offender from the community corrections program and returns he/she to either incarceration or another diversionary program.

43. Recidivism

A relapse into criminal activity or failure to comply with rules of supervision that results in re-sentencing to a TDOC jail or state facility.

44. Rules of the Tennessee Community Corrections Program

Under the authority of Title 40, Chapter 36 of the Tennessee Code Annotated, the Tennessee Department of Correction is responsible for the development of rules that are in accordance with the requirements of the Administrative Procedures Act for the statewide implementation of the Tennessee Corrections Act. The rules clarify and interpret the elements of the Act; prescribe minimum standards for the establishment, administration and evaluation of community corrections programs; and serve as a foundation for the Department's administrative policies as well as the local program operational policies and procedures.

45. Rural

Rural is defined as a multi-county judicial district.

46. Special Condition

A requirement of an offender that is ordered by the sentencing court that is not usually found in the standard rules of community corrections. The offender is required to complete or abide by a specific activity(s) that are designed to enhance the offender's probability of success.

47. Standards of Community Corrections

Guidelines that are developed in conjunction with the Rules of Community Correction that establish minimum requirements for administrative, fiscal, supervision, and records maintenance functions of all community corrections agencies.

48. STRONG-R or VRNA

Static Risk and Offender Needs Guide Revised. The Validated Risk-Needs Assessment used to document offenders' risk to commit new offenses, mental health and substance abuse issues and programming needs.

49. Supervision Level

The identified level of supervision that an offender is required to be supervised at by the community corrections officer. All supervision levels shall have minimum recommended time frames for total length of supervision.

50. Support Staff

An employee that does not have a caseload or activity supervises felony offenders.

51. TAP/BIG

The conversation screen in TOMIS that the risk-needs assessment scores and resulting program/treatment recommendations, referrals and tracking will be keyed to. This information becomes accessible by Departments/Agencies who have access to TOMIS.

52. Tennessee Offender Management Information System (TOMIS)

A mainframe computer system that the Tennessee Department of Correction utilizes to maintain information on all Community Corrections sentenced offenders

53. Travel Permit

A written document, signed by the Judge, which permits an offender to travel outside of the state. The document shall include dates, intended location and time of travel.

54. Victim Restitution

Compensation made to a victim and/or community in the form of monetary payment or community service work by the offender.

55. Violation Report

A report filed with the sentencing court that identifies that the offender is in non-compliance with his/her rules or special conditions as defined in the Community Corrections Court Order.

Attachment 6.11 O*NET instrument (separate document)

Attachment 6.12 Audit Instrument